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TO ENCOURAGE THE STUDY AND ADVANCE THE KNOWLEDGE
OF THE HISTORY OF ENGLISH LAW.

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AND

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*He [Serjeant Maynard] had such a relish of the old
year books that he carried one in his coach to divert him
in travel, and said he chose it before any comedy.*

ROGER NORTH

*C'est toute la tragédie, toute la comédie humaine que
met en scène sous nos yeux l'histoire de nos lois. Ne
craignons point de le dire et de le montrer.*

ALBERT SOREL

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P = British Museum, Harleian MS. 835
R = Cambridge University Library, Dd. 9, 64
T = British Museum, Harleian MS. 3639
X = Bodleian Library, Tanner MS. 13
Y = British Museum, Additional MS. 35116
Z = Lincoln's Inn, Hale MS. 137 (2)

INTRODUCTION.

1. THE METHODS OF A REPORTER OF EDWARD II.'S REIGN.¹

THE present volume completes the collection of cases for Michaelmas, 6 Edw. II. The collection is arranged according to the order of writs on the register, and this volume begins with writs of entry upon disseisin.

The systematic examination of the versions contained in the manuscripts of Michaelmas term, 1312,² enables us to approach with greater confidence the vexed problem of the origin of the Year Books. We may begin by recapitulating the main results of our investigation.³ The comparison of the various versions resulted in a tabulation of their contents according to certain affinities between the reports.⁴ It became clear that the accounts of the cases of the term could not have grown out of two or three fundamental originals, but presented varying combinations of isolated reports. Certain sequences recurred in different manuscripts, so that our existing materials evidently proceeded from previous combinations, but these combinations were themselves subject to fluctuations. This result confirms in a decisive manner the hypothesis put forward by Mr. G. J. Turner in the Introduction to Volume VI. of the *Year Books Series*.⁵ The pamphlet theory is certainly corroborated by the systematic survey of the cases of Michaelmas term, 6 Edw. II.

It may be regarded as established that the so-called Year Books consist of unofficial reports based on notes made in Court by apprentices who followed the proceedings, and that their reports of pleadings were variously combined in groups, generally according to terms. The exact relations between these reports, judicial records, and other official documents, as well as the methods followed by reporters, have

¹ We wish to express our thanks to Mr. Hilary Jenkinson, of the Public Record Office, to whose expert advice we have often had recourse in matters concerning palæography and diplomatics.

² *Year Books Series* (Selden Society), xiii., Introd. pp. xix-xlii.

³ *Ibid.* p. xxxviii.

⁴ *Ibid.* pp. xxv-xlii.

⁵ *Ibid.* vi. pp. xxxviii, lxii ff.

to be studied in connection with the variable grouping of reporters' compilations.

We can now attempt to utilize to the full certain observations derived from the remarks of reporters on the pleadings. Readers of the Year Books are familiar with the characteristic by-play accompanying the proceedings in Court. The reporters are amused by Bereford's flights of temper and interested in the doubts expressed by the *narratores* as to the soundness of certain decisions. It is obvious that a more systematic study of the reporters' remarks ought to help to solve problems as to authorship of reports and methods of reporting. In a few instances the reports of our term contain remarks of that kind. Version IV. of Case 4 (*Tiltone v. Davy*),¹ for example, concludes with the following words: 'And it seemed strange (*mirum fuit*) that she was received to warrant although the tenant had not shown a deed.' Version VI. of the same case² closes with a note: 'and thus . . . he had pleaded to the action before the voucher.' The headnote of Case 81 (*Amecotes v. Rodenesse*)³ runs: 'Entry upon disseisin, where the tenant alleged that a woman had recovered one-third part of the tenement demanded from him by a judgment, on the verdict of an inquest, so that he could not render the tenement demanded. In spite of that the writ stood, *quod mirum fuit quibusdam*.' To this remark is added a reference to T. 3, f. 3, evidently pointing to Trinity term of the third year, f. 3. Similar references are to be found in the reports of Cases 64⁴ and 74.⁵

THE EVIDENCE OF MANUSCRIPT Y.

One of the Year Books of Edward II's reign, MS. Add. 35116, commonly referred to in the Selden Society Series as Y, is especially rich in remarks of this kind; it may be worth while to sum up the information which it supplies on the professional training of a zealous and intelligent student of the law in the first years of the fourteenth century. Maitland has drawn attention to this curious manuscript in Volume II. of this Series, and he gave a good many notes from it in Volume III.⁶ The manuscript has been further described by Mr. Turner in his Introduction to Volume VI of the Year Books Series.⁷

The special value of manuscript Y consists in the fact that it contains a collection of reports compiled largely at first hand and arranged

¹ *Year Books Series* (Selden Society), xiii. 222.
xiii. 17.

² *Ibid.* p. 20.

³ Below, p. 59.

⁴ *Year Books Series* (Selden Society),

⁵ Below, p. 12.

⁶ *Year Books Series* (Selden Society),

iii. pp. xxi-xxx.

⁷ *Ibid.* vi. pp. lv ff.

by the reporter himself; moreover, Y is apparently the earliest Year Book manuscript in existence, since the last cases it reports come from Hil. 5 Edw. II., and there is no doubt that the book was written by the reporter himself. But above all, the author, who attended the litigation in the Common Bench in 1308-12, gives illustrations of incidents of reporting, impressions of proceedings in Court, discussions which took place behind the scenes, the currents of professional opinion, the use of records, etc. The manuscript is, in fact, the result of the work of a well-informed apprentice of the time.¹ While the personality of his fellow-reporters can hardly reveal itself except through rare glimpses, through occasional slips, through contradictions and misunderstandings, in this case we possess what may be termed the (systematically arranged) diary of an assiduous and intelligent apprentice of the Common Bench. The book contains besides a good deal of supplementary matter and seems to have been intended for the purpose of study and reference by a practitioner of the time. It has marginal notes and corrections, as well as cross-references to folios and quires of the volume.² The subject-matter is arranged in groups in accordance with the various writs. The materials used fall roughly into three classes:

1. A considerable number of records from the Plea Rolls.³

2. A collection of cases from reports of the time of Edward I., chiefly from the practice of R. Hengham, Saham, Mettingham, and Cressingham; these cases are provided with headings and marginal notes and have evidently been transcribed from some older collection.⁴

3. A collection of cases from 1309-12, copiously interspersed with personal remarks, notes, criticisms, and queries bearing on the litigation in the Common Bench before William of Bereford and his companions. The reports of the numerous cases earlier than these must have been obtained from notes not made by the compiler of the book, since they lack the personal touches characteristic of the reports of the litigation in the Common Bench in Bereford's time.

It is clear that the reports of what may be called the Bereford period were taken down by a man keenly alive to the interesting bits of by-play and to the emotional colouring of the scenes which passed before his eyes. He describes the apparent age of a party who is

¹ In the fifteenth century, if not before, sixteen years of legal training were the minimum required for admission to serjeantship (Fortescue, *De Laudibus*, cap. 50. For more information, v. Holdsworth, *Hist. of Eng. Law*, ii. 405).

² *E.g.* fol. 166b II. bottom, fol. 218a I.

³ *E.g.* fols. 12a I.-16b I., 41a II.-47a II., 127a, 210a II.-b II., 261b II.-262b I.

⁴ *E.g.* fols. 61b II., 66b II.-67a I., 132a II., 263b I., 268b II., 284a I.

making his first appearance in the Court; he notices the occasions when a judge takes up a copy of a statute to make sure of the exact reading of its text; he reports faithfully lawyers' jokes and the outbursts of temper on the part of the judges.¹ In a well-known passage² he appears as one of those who watched the proceedings in the Court within the 'crib' railed off in the Common Bench,³ and we may safely include him among the apprentices who, by the side of the *narratores*, discussed the conduct of cases and argued about doubtful points of law.⁴ He was doubtless trying to make the best of his opportunities; he sought advice and instruction from many men learned in the law. He mentions, among others, remarks of Inge, Denham, Cantebrigge, Haltebourne, Alborough, Sturrey, Lancaster, Muggeley, Wallingford, Passeley, Serdelowe, Westcote.⁵

Apart from these personal experiences, the compiler of Y holds the authority of Ralph of Hengham very high and frequently refers to his teaching. In one instance the doctrine that the tenant for life can in no way alienate the freehold residing in another person is traced expressly to the tract called *Parva Hengham*.⁶ On another occasion it is noticed that a different practice had been followed by the Courts under John of Mettingham and Ralph of Hengham re-

¹ *E.g.* fol. 188b I.: '*Bereford cum ira dixit ad Lauf[ar] quel houre del an comence vostre counte maluois cheitife. Laufar' non loquebatur vnum verbum. . .*' Cp. *Year Books Series* (Selden Society), vi. 43, 102. For a quaint touch of irony see fol. 194a II., where an agreement between parties is characterized as a concord between Pilate and Herod (*et facti sunt amici Pilatus et Herodes*); elsewhere (fol. 246a II.) we read of a *pax bona et subtilis etc.*; *Mutford* is quoted (fol. 24b I.) as saying to *Huntingdon*: '*Jeo ay apris de vn mestre qe Jeo auoy vn vers.*

'*Lex vidit iratum iratus non vidit illam*';

and on the margin is added:

'*Gelde Erendez Wel ye loye and selde pledez Wel ye Wroye.*'

² *Year Books Series* (Selden Society), iii. p. xvi.

³ Cp. fol. 62b I.: '*Vt sepe patuit in Banco in diversis placitis tempore meo*'; fol. 62b I.: '*Nota qe jeo vy en le terme de la Trinite qe la omission [of the elder brother in counting the descent in a writ of Acl] ne fust nent resceu sil ne deit qil fust seisi des tenemenz, par*

Bereford vt in breui de ingressu infra'; fol. 156b I.: '*Et sic in placitis terre pro certo, quia vidi etc.*'; fol. 233b II.: '*Contrarium vidi in annuo redditu termino Pasche anno iii.*'; fol. 245a I.: '*Nota quod generalis attornatus potest facere specialem attornatum vel attorn' pro domino suo per billam in Curia que recordum habet et hoc vidi in eodem termino vbi generalis attornatus venit in banco coram Johanne de Benestede et fecit specialem attornatum pro domino suo in v. breuibz non obstante quod Cancellarius fuit in villa ego quesui a Ricardo de Halthebourne et ipse dixit quod communis consuetudo est illa, licet Cancellarius fuerit absens uel presens, in omnibus placitis Justic(iariorum) etc.*'

⁴ *E.g.* fol. 35b II.: '*Ad huc Mich. iiiiito. . . Ego quesui diligenter si teneret . . . nunquam inueni duos narratores sub vno dicto . . .*'; fol. 62b II.: '*Questio quesita a multis: . . . par J. Denham et W. Frisq. et multi alii narratores et aprentici dictum fuit . . .*'

⁵ *E.g.* fols. 21b II., 35b II., 51b II., 66b II., 142b II., 174b II., 218a I., 243b II., 244a I., 251a I.

⁶ Fol. 36b II.

spectively, as Chief Justices of the Common Bench, in cases where the tenant in a suit as to land denied his tenancy.¹ The procedure at the time of Bereford is contrasted with that which had been followed under Hengham.² Points of law in connection with the legal effect of a pardon granted to a felon,³ and in illustration of the principle *pater est quem nuptiae demonstrant*,⁴ are traced to the great judge. A decision is derived from a doctrine characterized by Hengham as the result of a discussion and an ordinance in parliament (*in parlamento desputato et ordinato*, etc.).⁵

Although Hengham is quoted with special consideration, other justices are also often mentioned as authorities for one or the other doctrine. Inge comes in for a good many pointed references⁶; the reporter of Y may have had personal reasons for paying so much attention to all his opinions. Spigurnel,⁷ De Lisle,⁸ Staunton,⁹ Brabazon, are also mentioned as authorities. As to Bereford, he was, of course, the dominant figure on the Bench in the first years of Edward II.

The information supplied by manuscript Y as to the opinions and disagreements of judges appears, indeed, particularly important. It may be sufficient to quote, as an instance, the following note:

'Note that, according to Sir Hervey of Staunton, in an action of ejectment before completed term, if the term has run out, the plaintiff will only recover damages. If the term has not run out, he will recover his outstanding term. Brabazon, Roubury, and Hertford agreed with that. I put the same question to Muggeley and Wallingford, and they said that he would have his term for past time (from the time of the interruption) and damages.'¹⁰

This brings us to the crucial question as to the means by which a knowledge of the inner working of the judicial apparatus could be obtained by an apprentice of Edward II.'s time. Manuscript Y supplies most important evidence on the subject; a good deal of it is contained in the published volumes of this series, though this evidence appears

¹ *Year Books Series* (Selden Society),

iii. p. xxv.

² Fol. 170b II.

³ Fol. 5b I.

⁴ Fol. 61b II. The doctrine is illustrated by Hengham by means of an old saying, 'Wo so boleyth myn kyn, ewere is the calf myn.'

⁵ Fol. 242a I.

⁶ *E.g.* fols. 25b II., 67a I.

⁷ *E.g.* fol. 25b II.

⁸ *E.g.* fol. 32b II.

⁹ *E.g.* fol. 251a I.

¹⁰ Fol. 251a I.: 'Nota qe solom Sire Herui de Stauntone qe (en) vn quare eiecit infra terminum le pleintyf recouera tantsoulement ses damages en cas ou son terme est passe. E si le terme ne seit pas fini il recouera son terme de tens auenir etc. e a ceo assentirent Brabazoun, Roubury et Hertford. Hoc idem quesui de Muggeley et Wallynford, et dixerunt quod haberet terminum suum a retro et dampnum etc.'

to have been somewhat obscured by differences in the readings adopted by successive editors. One important report printed by Maitland contains ¹ the following passage :

Brabazon dixit in concilio : Si ceo fut en play de terre il recovreit seisine de terre par le despit meintenaunt saunz le petit *cape* ; e mout plus fort en play de trespas.

Ridenal clericus dixit quod hec fuit oppinio omnium iusticiariorum de reddendo iudicium super principale pro non defenso suo etc.

Et postea concordati sunt pro ducentis libris etc.

Maitland, in discussing this passage, pointed out ² that ‘*Ridenal* clericus’ might be John de Radenhale, and gave a reference to Foss. Doubts have arisen, however, as to the correct reading of the passage, because in Volume XI. of the present series the same report was printed with alterations in the reading of many words. The passage quoted above has been reproduced as follows ³:

Brabazon dixit in consilio si ceo fut en plai de terre il recoureit seisine de terre pur le despit maintenant saunz le petit *cape* et mout plus fort en play de trespas.

Rideuale clericus dixit quod hec fuit approbacione omnium iusticiariorum de reddendo iudicium super principale pro non defenso suo etc.

Et postea concordati sunt pro ducentis libris etc.

In the translation the second paragraph is given as beginning ‘*Ridevale*, clerk,’ whereas Maitland had given ‘*Ridenal*, the clerk.’

An examination of the text of Y has borne out, on the whole, the reading adopted by Maitland. The first paragraph in the passage begins : ‘*Brabazon* dixit.’ The spelling adopted by Maitland (*play*), is the correct one. The name of the clerk is *Ridenale*, the *n* being as distinct as it ever can be in a mediæval manuscript.⁴

¹ *Year Books Series* (Selden Society), iii. 197.

² *Ibid.* Introd. p. xxvi and n. 2.

³ *Ibid.* xi. 45.

⁴ It may be remarked, by the way, that the word *oppinio*, as read by Maitland, is spelled *oppōō*. This can mean *opposicio*, or it may be a mistake in spelling. *Opposicio* gives no sense. We can read *op(p)inio* if we assume that the second *o* was due to a mistake. Such

an assumption seems plausible on the ground that a similar mistake has occurred in the very same report. The word *aliance*, or whatever its mediæval spelling may have been, is once (cf. *Year Books Series* (Selden Society), iii. 195, line 36, and xi. 43, line 29) spelled *alienaunce*, and the first *n* is marked by a dot as cancelled, leaving *alieaunce*. Here, then, one unnecessary letter had crept in, just as in *oppōō*.

If we can obtain some more details about Ridenale, this may give us at least some sidelights on the methods of the author of Y.

The report of another case of Hil. 5 Edw. II. has been printed with the following concluding passage ¹:

Text.

Frisq. Lestatut dit en la fin en qi meines geles tenementz deuenent apres altri mort.

Et Bereford non allocatur.
Set dixit *Rideual* entrez la parole et tendez sun age sil voudra etc.

Translation.

Friskeney. The statute doth say, near the close, 'to whom lands may come after the death of other.'

But BEREฟอร์ด C.J. would not accept this; and *Ridevale* said: Enter the case for hearing, and let the defendant object the plaintiff's infancy, if he wish it.

A renewed examination of the text of Y² has shown that the text should read:

Frisq. lestatut dit en la fin en qi meins qe les tenemenz deuenent apres altri mort q *Et Bereford* non allocavit [*sic*]: sed dixit: *Ridenal*: entrez la parole et tend' sun age sil voudra etc.

It must be pointed out that the punctuation in Y is, as a rule, very consistent. There is undoubtedly an inverted semicolon both before and after *Ridenal*. The sentence '*Bereford* non allocavit, sed dixit' appears much more natural than the sentence '*Bereford* non allocavit. Sed dixit *Ridenal*: . . .' As for '*allocavit*,' the word is fully written out in the manuscript. Therefore the sentence should be translated:

And BEREฟอร์ด C.J. did not allow this objection, but said, '*Ridenal*, enter the case, and let . . .'

Thus, *Ridenal* was not yet a man important enough to give orders in Court, but he was evidently the clerk in attendance.

In the same term (Hil. 5 Edw. II.) there occurs another passage to the same effect: the Chief Justice is represented as ordering the clerk to take certain steps ³:

Beref. a Rideual. Rendez cele essoigne et entrez sur lassone coment W. est venu a defendre etc. et donez a W. mesme le Iour.

¹ *Year Books Series* (Selden Society), xi. 108.

² Fol. 76a I.

³ *Year Books Series* (Selden Society), xi. 104.

Here, then, the clerk is again, not giving directions, but receiving directions from the judge. An examination of the manuscript has suggested that the correct reading of the name is Ridenal.

Assuming, now, that Redinal(e) is the correct name, and that it was the name of a clerk who attended at sittings of the Bench, let us look once more at the report of the case in which BRABAZON C.J.K.B., made some statements *in consilio* and Redinale told what the opinion of all the justices had been.¹ Maitland explained *in consilio*, 'that is, while the judges were consulting out of court.'² This is undoubtedly the meaning of the remark, and the explanation seems confirmed by BEREฟอร์ด's words: '. . . Await³ your judgments until to-morrow, and meanwhile we will talk of this matter with our companions.' In this particular case the consultation took place between the justices of both Benches; there is at least one other case which presents certain difficulties but supplies undoubtedly important information. We read in another report contained in Y:

. . . *Idle* (DE LISLE J.): It is proved by this assize that Walter etc. . . . therefore this Court awards that T. should recover his seisin etc.

But *Inge* was of the opposite opinion and said in the council (in consultation?): 'since Walter held for a term of years, and did not attorn, the estate of the lady who enfeofed him was continued in his tenure, and the other party was never seised.' And in truth, if it had been his duty to deliver judgment, he would have given it the other way. Yet *Spigurnel* gave a similar judgment in the case of William Fitz Stephen.⁴

This case appears to have been decided, not in the Common Bench, but by justices of assizes, for in the first years neither De Lisle nor Inge were justices of the Bench, while on the other hand they were frequently justices of assizes. It is possible that Inge was simply consulted as a prominent lawyer who had been a justice of assize before; but it is no less likely that we have here a statement reporting disagree-

¹ Above, p. xvi.

² *Year Books Series* (Selden Society), iii. 197 n. 1.

³ This is Maitland's translation (*ibid.*). Mr. Bolland translates: '(We take note of your challenge; and) postpone your judgments till to-morrow; and in the meanwhile we will speak of this matter with our companions' (*ibid.* xi. 45).

⁴ Fol. 33a I.: '*Idle*: atteint est par ceste assise qe Wauter etc. Et pur

ceo agarde ceste Cort qe T. rescouere sa seisine etc. Mes Inge fu en contrarie oppinion et dist en conseil: depuis qe Wauter auoit terme et ne atturna vnkes, il continua touz iours lestat sa fefferesce, e lautre ne fust vnkes seisi. E pur verite sil duist auer rendu ceo iugement, il eust rendu tut a revers. Mes Spigurnel dona mesme tiel iugement a William Fiz Estephe.'

ment between the justices. The consultation would, we assume, be held *in camera*. Unless the reporter of Y was present in a clerical capacity, he must have owed any information he had to indiscretions of those who took part in it, or of the clerk who was in attendance. At the same time, it would appear that the result of the discussion was not regarded as officially binding, and that the responsibility remained with the *quorum* of the judges in whose Court the case had arisen, or with some one of them. The practice of consultations on knotty points arising from actual litigation was certainly a widespread one in the King's Courts, though we cannot follow it with the same clearness in other cases.¹

How, then, could the information about such consultations reach outsiders? It is evident that the judges of that period were not very careful as to keeping their opinions secret even in the course of a trial. There are instances where private remarks of theirs have been reported by eager listeners.² But how could discussions *in consilio* reach the ear of an apprentice whose place was in the 'crib'? In some cases the information may have been supplied by a justice; thus the dissent of Inge in the case mentioned above seems to be recorded with enough emphasis and personal touch to warrant the assumption that Inge himself made the communication to the author of Y.

REDENHALE, THE CLERK.

In a case mentioned above³ we are told explicitly who had contributed the information as to the proceedings *in consilio*: it was Redinale. The author of Y not infrequently refers to conversations with this personage, who gave our student access to the plea rolls⁴ and supplied him with valuable information as to the practice of the Common Bench in former days. He is described on one occasion as 'clerk' (*clericus*), and the expression, when used emphatically, can hardly have referred to anybody but a clerk of the Common Bench, probably *the* clerk in attendance. In another trial this same *Ridinal* is said to have read the text of a deed, and since a question of genuineness was involved, he must have acted as clerk in attendance and not as the representative of a party.⁵ We have seen above two more similar mentions of directions given him by the Chief Justice.

¹ MS. Y, fol. 29a I., informs us as to a consultation between justices of assize and counsel for one of the parties in a case before them.

² E.g. Bereford's private opinion in *Rus v. Earl of Gloucester*, *Year Books Series* (Selden Society), vi. 162: 'Bere-

ford dit priuatim qe ele ne emportereit point a son departir.'

³ Above, p. xvi.

⁴ *Year Books Series* (Selden Society), vi. 54.

⁵ *Ibid.* vi. 154.

In order to gain a better understanding of his probable position, it appears necessary to say a few words about some features of the clerical work in the Bench. Who was in charge of it, and how was it organized? We can attempt to answer this question in a general way for the first few years of Edward II.'s reign, taking as our starting-point certain hypotheses which have already been put forward.

Mr. Pike has said :

' It appears from various passages in the rolls of the Court of Common Pleas that there was in that Court an officer known as the King's Clerk in the Common Bench. It was probably one of his duties to superintend the preparation of the King's Roll, as distinguished from the ordinary or Justices' Roll of *Placita de Banco*. . . . On the whole . . . it seems most reasonable to suppose that the King's Roll was drawn up independently, and to some extent, perhaps, as a check upon the Roll of the Justices. . . . The King's Clerk . . . may have kept the roll for some reason connected with the protection of the rights of the Crown, but . . . it was not considered of sufficient authority to override the Roll of the Justices. . . .'¹

Combining this supposition with the results of his own investigations, Mr. Scargill-Bird has said of the ' Extract Rolls or " King's Rolls,"' Edward III. to Henry IV. (162 rolls): These rolls appear to have been drawn up by the King's Clerk . . . in the Common Bench, as a Counter-roll or Check on the Roll of the Justices of the ordinary "*Placita de Banco*."'²

Documents apparently not utilized by either investigator confirm their supposition and allow us to draw further conclusions.

1. It is probable that already before the reign of Edward I., the ' custody of the king's rolls and writs of the bench ' was committed to a special official, nearly always described as *clericus Regis*; he was appointed to his office by the King; the King ordinarily directed the clerk who was leaving office to hand over the rolls and writs to his successor. Of such *custodes* we have a probably complete list from about the end of Henry III.'s reign. The *custodes* usually relinquished office to obtain some higher appointment, most commonly that of a justice of the Bench.³

¹ *Year Book*, 16 Edw. II. (Rolls Series), vol. ii. pp. xxvii-xxviii.

² Scargill-Bird, *Guide to the . . . Documents . . . in the Public Record Office*, 3rd edition, p. 284.

³ On June 6, 1276 (*Cal. Pat. Rolls*, 4 Edw. I., p. 146), Roger de Leyc(estre), King's clerk (who had just been made a justice of the Bench—Foss, *Judges*, iii. 117; Dugdale, *Orig. pt. ii. p. 44*), was

The last *custos rotulorum et brevium de banco* under Edward I. and the first under his son was John Bacon, who in Hilary term, 6 Edw. II. (1313), became a justice of the Bench.¹ In the preceding term he was still receiving into custody documents presented in the Bench.²

2. A memorandum of 1292³ describes John Lovell as delivering rolls and writs to John Bacon, King's clerk, to whom the King had committed, during pleasure, the custody of his rolls and writs of the Bench (*commiserimus dilecto clerico nostro Johanni Bacon custodiam rotulorum et brevium nostrorum de banco*); the King's order to Lovell speaks of the King's rolls and writs of the Bench, and orders Lovell to deliver *rotulos et brevia praedicta quae sunt in custodia vestra ex commissiōne nostra*.

At the same time a mandate was sent to the justices of the Bench to admit Bacon to his office.⁴

From the following year, he is known to have delivered at the exchequer, from time to time, 'the feet of chirographs from the bench,'⁵

ordered to deliver to William de Middleton, King's clerk, appointed during pleasure to the custody of the rolls and writs of the Bench, all the rolls and writs, as well of the time of Henry III. as of Edward I. In 1278 William was ordered to deliver them to Elias de Bekingham, appointed to the custody of the rolls and writs of the Bench during the King's pleasure (*Cal. Pat. Rolls*, 6 Edw. I., p. 276, August 10; shortly before William of Middleton, Archdeacon of Canterbury, had been elected Bishop of Norwich—Nicolas, *Hist. Peerage*, p. 566): Elias de Bekingham, King's clerk (*Cal. Pat. Rolls*, 6 Edw. I., p. 283), frequently employed in a judicial capacity, was finally appointed a justice of the Bench on October 14, 1285, and at the same time Robert de Littelbiri was appointed to the custody, during pleasure, of the rolls and writs of the Bench, and Elias was directed to deliver them to him (*Cal. Pat. Rolls*, 13 Edw. I., p. 196, and see *Dict. Nat. Biogr.* s.v. 'Beckingham (Elias de)', with some mistakes). We may conjecture that Littelbiri continued as *custos* until the scandal of 1289, and that he may have been connected with it, because in 1291 a pardon was issued for him in connection with any official transgressions (*Cal. Pat. Rolls*, 19 Edw. I., p. 421), and in the following year John Lovell is described as *qui fuit custos rotulorum ei brevium*

domini regis de banco, and delivers to his successor, John Bacon, rolls and writs for the period 1289–92 (below, p. xxi). Lovel or Luvel himself became in that year one of the justices in eyre (*Cal. Pat. Rolls*, 20 Edw. I., p. 485).

¹ *Parl. Writs*, ii. pt. ii. Appendix, p. 60, no. 55, February 19, 1313; *Cal. Pat. Rolls*, 6 Edw. II., p. 552; Dugdale, *Origines*, pt. ii. p. 36.

² Below, p. 115.

³ 4 *Inst.* p. 102. The original of this memorandum we have been unable to find. Coke's reference to Pasch. 20 E. I. in banco, rot. post. 135, could not be to the Chief Justice's roll for that term, which is well preserved but shows no sign of such a memorandum. The memorandum could have been on the Rex roll, which is in a very dilapidated condition, but neither membrane 135 nor any of the preserved subsequent membranes show any such memorandum. It may have been attached and torn out, or may have been contained on some missing membrane or part of a membrane.

⁴ *Cal. Pat. Rolls*, 20 Edw. I., p. 485, April 17, 1292.

⁵ Palgrave, *Ant. Kals. and Invent.* iii. 100–3, 110–14; cp. *Dict. Nat. Biogr.* s.v. 'Bacon (John)'. For feet of fines delivered by later King's clerks (*Capitalis Clericus Domini Regis de [Communi] Banco*), see *Ant. Kals. and Invent.* iii. 276–285, 308–9.

and is described on some such occasions as *Clericus domini Regis de Banco*.¹ When, in 1306, he was setting out for Rome on some private business, the King ordered the justices to admit the clerk whom John would depute to keep the rolls and writs of the Bench and to execute his office during his absence.² On Edward II.'s accession we again find a writ notifying John Bacon that the King had committed to him *custodiam rotulorum et brevium nostrorum de Banco*,³ and the justices of the Bench were again ordered to admit him to the office.

3. When, in 1329, John de Stonore was appointed Chief Justice of the Bench *vice* William de Herle, the latter was directed to cause to be brought to the Exchequer 'the rolls and all other things touching that office which remain in his keeping' (*rotulos et omnia alia officium illud tangencia que in custodia sua existunt*) and to deliver them by indenture to the treasurer and chamberlains; the latter were ordered to deliver by indenture the rolls and all other things pertaining to the said office to John, that he might do what belonged to his office.⁴ By virtue of these orders, William delivered the rolls of the Bench which he had in his custody—to wit, for every term from Mich. 11 Edw. II. until Trin. 19 Edw. II., one bundle (*ligula*) containing a stated number of rolls of pleas, attornments and plevins (*placitorum, attorn(acionum/et plevin(arum)*), and another bundle of essoins containing a stated number of rolls. The only exception was Easter term, 15 Edw. II., for which there was but one bundle containing rolls for both groups. For Mich. 20 Edw. II. there was one bundle of essoins and another containing 411 rolls *placitorum, cartarum, proteccionum, attorn(acionum) et plevin(arum)*. The bundle for Hil. 20 Edw. II. contained rolls of essoins, pleas, attornments and plevins, and its continuation. The bundle for Hil. 1 Edw. III. contained essoins, pleas, charters, protections, attornments and plevins; from then until Trin. 3 Edw. III. there was one bundle of essoins and another of pleas, charters, attornments and plevins, except Hil. 2 Edw. III., for which there is no mention of charters.⁵ All these bundles were soon afterwards delivered to Stonore,⁶ who returned them in 1331, together with one bundle of essoins and one of pleas, attornments and plevins for each of the terms from Mich. 3 Edw. III. to Hil. 5 Edw. III.⁷ They were

¹ Palgrave, *Ant. Kals. and Invent.* iii. 102, 103, 110.

² *Cal. Close Rolls*, 34 Edw. I., p. 391, June 6.

³ *Parl. Writs*, ii. pt. ii. Appendix, p. 3, no. 7; *Cal. Pat. Rolls*, 1 Edward II., p. 1, September 6, 1307.

⁴ Palgrave, *Ant. Kals. and Invent.* iii. 148; cp. *Year Books Series* (Selden Society), xii. p. xv.

⁵ *Ant. Kals. and Invent.* iii. 148–53, October 7.

⁶ *Ibid.* p. 154, October 10.

⁷ *Ibid.* pp. 154–55, April 17.

then restored to Herle, who had been reappointed Chief Justice of the Bench.¹

Let us compare the contents of these bundles with the documents which² John Bacon had received from his predecessor in 1292. Bacon had received, apart from 'rolls' and essoins, documents which had been presented to the Court. On the other hand, in 3 and 5 Edw. III., the Chief Justices delivered, and received, rolls made in Court, and relating to pleas, attornments, plevins and essoins. If we restrict ourselves to the first part of Edward II.'s reign, we do not have to consider the charters and letters of protection.

It is clear that both the Chief Justice and the *custos* had rolls of pleas and essoins. The documents originating elsewhere were kept by the *custos*. We must now find out how far the rolls kept by the Chief Justice corresponded with those kept by the *custos*.

4. A well-known ordinance made by the King and council in 1309³ decrees that, in view of the unprecedented amount of work in the Common Bench, there shall henceforth be six judges, and then proceeds :

Marginal note.

Text.

Qe le chef clerke
en bank' eit contre-
roule de tuz les plez
qe sont pledez en
bank'

Item Sire Johan Bacun chef' clerk' le
Roi en Baunk' soit charge, qil eit countre-
roule de toutz les plez, qe sont pledez en
Baunk' et des essoignes.

Qe le chef clerke
la Justice eit xxv
mars de doun le
Roy

Item le chef' clerk' la Justice en eide
et en descharge de la Justice eit du doun
et de la grace le Roi a ceste foiz xxv mar'
par an taunt qe il soit envaunce, par la reson
qe yl i ad ore plus a fere qe unques ne avoit.
E pur ceo qil en est charge de fere toutz les
estretes du Baunk' pur livrer al Eschequer.

The ordinance speaks of two 'chief clerks.' One is Sir John Bacon, the King's chief clerk in the Bench. In the marginal note he is simply called 'the chief clerk in (the) bench.' He shall be 'charged' to have a counter-roll of all the pleas which are pleaded in the Bench, and of the essoins. If we remember that there have been preserved for many,

¹ *Ant. Kals. and Invent.* iii. 155-56. It should be noted that Stonore now remained one of the justices of the Bench; afterwards he again became Chief Justice. In 13 Edw. III. he finally deposited at the Treasury the rolls for 11-20 Edw. II. (*ibid.* pp. 196-97; cp. also *ibid.* pp.

255-57, and below, p. xxiv).

² Above, p. xxi.

³ *Parl. Writs*, ii. pt. ii. p. 40; *Close*, 3 Edw. I., m. 21d.; *Cal. Close Rolls*, 3 Edw. II., p. 231; *Dict. Nat. Biogr.* s.v. 'Bacon (John).'

and probably originally there existed for all, terms two sets of records, in one of which every 'roll' (*i.e.* membrane) bears the name of the Chief Justice, while in the other one every 'roll' is marked 'Rex,'¹ it will be the natural inference that 'the chief clerk of the king in the bench' was in charge of these 'Rex' rolls, which were counter-rolls.² As we have seen, some years later the Chief Justice had to deliver to the Treasury, on his retirement, two sets of bundles—one with pleas, etc., the other one with essoins.

5. In the thirty-seventh year of Edward III.'s reign, by his order, Thorpe, C.J.C.B., delivered at the Treasury all the rolls in his keeping for the terms from Hil. 15 Edw. III. to Mich. 19 Edw. II. inclusive.³ Over a quarter of a century later, in the fifteenth year of Richard II., Cherlton, C.J.C.B., delivered the rolls for every term from 20 Edw. III. to 30 Edw. III.⁴ It was over two-score years afterwards, in the fifteenth year of Henry VI., that Juyn, C.J.C.B., delivered the rolls from 30 Edw. III. to the end of the reign of Richard II.⁵; these were rolls corresponding with those of which the contents were enumerated in the indentures of Herle and Stonore⁶; they were the rolls of

¹ *E.g.* Public Record Office, *Lists and Indexes*, iv., Plea Rolls (1910), pp. 34 ff. This question was also discussed in *Year Books Series* (Selden Society), xii. pp. xii-xv.

² In the ordinance of 1309, Bacon is enjoined to have a counter-roll of *all* the pleas which are pleaded in the Bench, and of the essoins. Why not of *all* the essoins? Why, in an ordinance granting to the other chief clerk an apparently unusual increase in salary, should the only reference to Bacon be a statement imposing on him new duties? The answer is, that these were not new duties at all. It was his duty, not only to preserve writs and other documents, but also to keep counter-rolls of all pleas and essoins. Since they were only counter-rolls, he had probably neglected his duties, and when the affairs of the Bench were discussed in the council, he received a reminder; later on, as a justice of the Bench, he was again exhorted to attend to his duties, but this latter rebuke was administered at the same time to other officials, including all the justices of both Benches (*Cal. Close Rolls*, 9 Edw. II., p. 316). The office of the 'chief clerk of the King in the common bench' was so important that in 1311 the Lords Ordainers provided for his appointment

(by the King) by the advice and consent of the baronage in parliament, as in the case of just over a dozen most important officials (*Rot. Parl.* i. 282, no. 14). In 1330 the office was said to be worth 100 marks a year (*ibid.* ii. 41).

³ Palgrave, *Ant. Kals. and Invent.* iii. 255-57; indenture between him and the treasurer and chamberlains of the Exchequer witnessing the delivery of *omnia recorda et processus ac eciam essonia et omnia alia memoranda de Banco predicto in custodia sua existencia* . . .

⁴ *Ibid.* pp. 300-1; similar indenture relating to four rolls of pleas and four rolls of essoins for 20 Edw. III. and so for each subsequent year up to 30 Edw. III., with the exception of Trin. 23 Edw. III., when, because of the Black Death, *nulla curia tenta fuit* . . .

⁵ *Ibid.* pp. 370-75. Cp. also *Rot. Parl.* v. 29-30, no. 53. It should be noted that for 39 Edw. III. there are four rolls of pleas and four rolls of essoins, whereas (below, p. xxv. n. 1) there were only three 'Rex' rolls for that year. It may be added that this memorandum explains the absence of some of the Chief Justice's rolls, *e.g.* for one term in 35 Edw. III. and for one in 42 Edw. III.

⁶ Above, p. xxii.

the Chief Justice. On the other hand, *all* the 'Rex' rolls for the 202 terms of Edward III.'s reign (with the exception of six¹) were delivered at the Treasury by the *custos rotulorum et brevium regis de banco* at one time, early in the reign of Richard II. (in the second year).²

The ordinance of 1309 speaks of 'the chief clerk of the justice.' The word *la Justice*, used twice in the text and once in the marginal note, is in the singular, and we may suppose that it referred to the Justice, *i.e.* the Chief Justice. The chief clerk is said to act 'in helping, and easing the duties of, the Justice' (*en eide et en descharge de la Justice*). He is to receive this time (*a ceste foiz*), until his standing be advanced (*taunt qe il soit envaunce*) 25 marks a year of the gift and by the grace of the King. As if these restrictions and provisos were not sufficient, the ordinance adds that the reason is that there is more to do now than ever there was, and that he is 'charged' to cause all the estreats³ of the Bench to be delivered at the Exchequer.

The wording of this paragraph makes it clear that the King and council were taking a step which was considered unusual. Why should they explain the reasons for the rise? It would appear that they were anxious not to offend others who might be jealous; or that they wished to give encouragement to 'the chief clerk of the justice'; or that they wished to obtain both results. The 'chief clerk of the justice' is not mentioned by name; there is no record of his appoint-

¹ The memoranda mentioned in n. 4, p. xxiv, above, explain the absence of three of these by the fact that no court was held in the respective terms; but in particular for 39 Edw. III. there is positively no such explanation. It should be noted that Mr. Scargill-Bird (above, p. xx) mentions only 162 rolls 'Rex' from Edw. III. to Henry IV.

² Palgrave, *Ant. Kals. and Invent.* iii. 283, no. 4: 'Item (Ricardus de Treton) Custos Brevium Domini Regis de Comuni Banco) liberavit in Thesaurariam predictam omnes rotulos *Regis* [Palgrave's italics] de tempore . . . dicti *Avi* dicti Domini Regis nunc videlicet de quinquaginta annis et duobus terminis in clxxxvi. bundellis de quolibet anno quatuor et non plura quia deficiunt in toto sex bundella scilicet de anno regni ejusdem *Avi*, primo, unum bundellum et de anno regni sui xx . . . duo bundella et de anno regni sui xxxv. unum bundellum et de anno regni sui xxxix. unum bundellum et de anno regni sui xlii. unum bundellum' (at the same

time the same Richard delivered writs, memoranda and records *sine die*). We refrain from discussing the problem of 'Rex' rolls of eyres, etc., since this subject lies outside the scope of the present inquiry. There certainly was a keeper of writs and rolls for some eyres. There was a certain lack of uniformity, and a special investigation should explain many points which now appear doubtful, *e.g.* *Cal. Pat. Rolls*, 16 Edw. I., p. 293; 17 Edw. I., pp. 323, 326; 20 Edw. I., p. 485; 27 Edw. I., p. 392; 6 Edw. II., p. 592; 3 Edw. III., p. 439; and see Palgrave, *Ant. Kals. and Invent.* iii. 99-100, 103-4, 114-16, 122, 157-63 (cp. esp. p. 162, where the clerk delivers *tres rotulos Regis de dicto itinere*), 282-83, 290-92.

³ 'Estreats' (*extractae*) were extracts from the rolls of different courts (*e.g.* the Chancery—Madox, *History of the Exchequer*, p. 707) and, what concerns us here, from the rolls of the Common Bench, concerning 'fines, amercements, and such like' (*ibid.* p. 708). Cp. *New Engl. Dict.* s.v. 'Estreat.'

ment, or of the appointment of any of his predecessors. It would appear that he was appointed by the Chief Justice himself. This is borne out by the fact that, according to a later statute,¹ there were officers appointed by the King's letters patent within the Courts who had power, by virtue of their offices as of old practised, to appoint clerks and ministers within the said Courts; the statute ordered such officers to be charged and sworn to appoint such clerks and ministers, for whom they would answer at their peril (etc.).

The 'chief clerk of the justice' was apparently helping the Chief Justice in so far as the clerical work of the Court and its supervision were concerned. As we have seen, even at a later date the Chief Justice himself was responsible for the rolls of pleas (also attornments, plevins, etc.) and essoins for each term, not only of his own time, but of the time of some predecessors.² He was obtaining, and restoring, the rolls for past terms by indenture, upon royal writ of warrant. *His* chief clerk was not mentioned in the transaction; it was his name, and not the name of his chief clerk, that appeared on each one of *his* rolls, just as the word *Rex* appeared on the counter-rolls, kept by the 'chief clerk of the king in the bench.' The responsibility rested with the Chief Justice, and he might, therefore, make any arrangement he pleased with *his* chief clerk. It would appear likely that in 1309, when the work of the justices was discussed in the council, Bereford (and perhaps some other justices, too) made a strong appeal on behalf of his chief clerk.

Now, 'Redinal,' the clerk whom we have so far found mentioned in the reports, was apparently in attendance at the sittings of the Court, including the 'consultations.' It is not too much to assume that in the last few terms from which Y has reports he was 'the chief clerk of the justice,' or, briefly, that he was *the* clerk, just as Bereford was *the* Justice. Who, then, was this Redinal or Redenhale, *the* clerk?

He came from a Norfolk family (taking its name from Redenhall in Norfolk), and his people had property in Norfolk and Suffolk.³ He was nominated one of the attorneys of Guy Cokerel (June 11, 1309)

¹ 2 Hen. VI. cap. 13, *Stat. of the Realm*, ii. 222; 4 *Inst.* 115.

² Above, p. xxiv. The Chief Justice also continued to be responsible for the delivery of estreats from his rolls to the Exchequer; in 5 Edw. II the King sent an official to the Exchequer 'to see that the Justices of the one Bench and the other delivered their Estretes at the Exchequer' (Madox, *op. cit.*, p. 552, n. f). In 19 Edw. II. Bereford, C.J.C.B., delivered at the Exchequer three files (*ligamina*) of estreats: one contained

rolls of fines and issues forfeited before the justices of the Bench during Michaelmas and Hilary, the second the same for Easter and Trinity terms of the eighteenth year; the third was *ligamen de amerciamentis* for various terms, years, and counties. At the same time the Chief Justice delivered a schedule of amercements of sheriffs in the Bench in different terms and years (Madox, p. 731 and *ibid.* n. g).

³ Foss, *Judges*, p. 544.

during the latter's journey to Ulster.¹ Soon afterwards (December 10, 1309) he was nominated one of the two attorneys of Alice, the widow of the sixth Earl of Norfolk,² the lady going abroad on a pilgrimage; and while she remained overseas the nomination was renewed (October 6, 1310,³ and October 10, 1311⁴) and, so far as we know, was to expire in April 1312. John of Redenhale was appointed attorney for another widow on May 22, 1313.⁵ On April 28, 1314, he was appointed, with John de Benstede (a justice of the Common Bench) and John de Mutford (who had enjoyed, since the end of Edward I.'s reign, a distinguished judicial career,⁶ although he was not elevated to the Common Bench until 1316⁷), a commissioner of oyer and terminer on a complaint by John Bacon and Edmund Bacon against persons who had broken their park in Essex and had hunted therein and carried off deer.⁸ Sir Edmund Bacon was constable of Wallingford Castle, and his brother,⁹ Sir John, was at that time, as we know, a justice of the Common Bench, having previously been the King's chief clerk in that Court. Redenhale's name is spelt on this occasion 'Radenhale,'¹⁰ but the connection seems perfectly clear. The next commission of oyer and terminer which includes the name of John de Radenhale is dated December 1, 1319,¹¹ and concerns a case of breaking a close in Norfolk. Radenhale is named after Mutford and John Bacon, but before John Claver. With the same companions (except Mutford) he was commissioned a justice of oyer and terminer for a case at Hengham, in the county of Norfolk, on March 24, 1322¹²; he was appointed, on July 10, 1323,¹³ one of the justices who were to investigate the conduct of the keepers of forfeited lands in Norfolk and Suffolk, and, eight days later,¹⁴ was made one of the justices who were to investigate the conduct of sheriffs and other ministers in the same counties. Then, in 1329, he was one of the justices in eyre for Northamptonshire,¹⁵ and continued to receive commissions as justice in eyre and of oyer and terminer for Bedfordshire,¹⁶ Norfolk,¹⁷ Suffolk,¹⁸ and Kent¹⁹ until 1333. He appears as pleader in the Year Books of 1-3 Edw. III.²⁰

¹ *Cal. Pat. Rolls*, 2 Edw. II., p. 119.

² *Ibid.* 3 Edw. II., p. 201.

³ *Ibid.* 4 Edw. II., p. 283.

⁴ *Ibid.* 5 Edw. II., p. 394.

⁵ *Ibid.* 6 Edw. II., p. 588.

⁶ *E.g. Parliamentary Writs*, ii. pt. iii. p. 1213; *Dict. Nat. Biogr.*

⁷ See preceding note.

⁸ *Cal. Pat. Rolls*, 7 Edw. II., p. 148.

⁹ *Ibid.* 25 Edw. I., p. 289.

¹⁰ The spelling Radenhale seems closely allied to Ridenal, if we assume that the *i* in the latter case was long. The spelling Ridenal occurs in manu-

script Y.

¹¹ *Cal. Pat. Rolls*, 14 Edw. II., p. 474.

¹² *Ibid.* 15 Edw. II., p. 147.

¹³ *Parl. Writs*, ii. pt. ii. Appendix, p. 231.

¹⁴ *Ibid.* p. 232.

¹⁵ *Cal. Pat. Rolls*, 3 Edw. III., p. 439.

¹⁶ *Ibid.* 4 Edw. III., p. 521.

¹⁷ *Ibid.* 5 Edw. III., p. 198.

¹⁸ *Ibid.* p. 134, and see preceding note.

¹⁹ *Ibid.* 7 Edw. III., p. 475.

²⁰ *E.g. Y.B.* 1 Edw. III. 4, 6, 8, 13; cp., e.g., *Y.B.* 3 Edw. III., 8.

It is seen, therefore, that already in the first years of Edward II. he was a not unimportant person, since he was one of the two attorneys of the (dowager ¹) countess of Norfolk. His connection with Norfolk affairs is clear, and that was probably one of the main reasons why he was given the appointment as the countess's attorney.

Since Redenhale was afterwards employed on occasional commissions, his record as clerk could not have been a bad one. Why, then, does he disappear from sight during the period 1313-19, and again during the period 1323-29? He may have become a pleader, though his appearances are not frequent. Of course we can suppose that his at first promising career was checked through some fault of his own. Yet he *was* given judicial functions from time to time. Was he perhaps doing, as a rule, something else?

On July 12, 1311, a royal licence was granted for the alienation into mortmain of some land and wood in Pesenhale (Peasenhall), Suffolk, by John de Redenhale, parson of the church of Shipmedwe (Shipmeadow), Suffolk, and Benedict de Walpol, chaplain.² A similar licence for tenements in Pesenhale, to be alienated by John de Redenhale, clerk, was granted on November 1, 1312.³ The grants made on the basis of these licences were, together with others, confirmed on April 7, 1320.⁴ When, on March 24, 1327, the Bishop of Hereford was going beyond the seas on the new King's service, letters of protection for those who were to accompany him⁵ were granted to a few laymen, to two men described as parsons, to one described as 'Master . . . parson,' and to Master John de Radenhale, clerk. In 1328, in a Norfolk plea in the Bench, one of the plaintiffs is John de Redenhale, clerk.⁶ In 1331-33 we find letters of protection for John de Percebrigg,⁷ parson of the church of Shipmedwe or Shepmed; and, in particular, the letters of September 10, 1332, state that he 'is constantly attendant on the King's service in the Chancery.'⁸ It is reasonable to assume, therefore, that he had taken Radenhale's place before the latter's expedition with the Bishop of Hereford. It will be noted that the spelling Radenhale is used in the letters of protection as well as in the judicial commissions for our friend Redenhale, the clerk, since 1319; in the licence for

¹ Her husband's dignities vested, on his demise, in the Crown (Nicolas, *Historic Peerage*, p. 350; cp. *Rot. Parl.* iv. 272).

² *Cal. Pat. Rolls*, 5 Edw. II., p. 375.

³ *Ibid.* 6 Edw. II., p. 507.

⁴ *Ibid.* 13 Edw. II., p. 441.

⁵ *Ibid.* 1 Edw. III., p. 62; and see *Dict. Nat. Biogr.* s.v. 'Adam of Orlton.'

⁶ Public Record Office, *Lists and*

Indexes, xxxii. 445: 'John de Redenhale, clerk, and Henry de Redenhale v. Thomas son of William Gerberge . . . and Berta his wife, action for land in Pulham.'

⁷ *Cal. Pat. Rolls*, 5 Edw. III., p. 179; 6 Edw. III., p. 330; 7 Edw. III., p. 469; also *ibid.* 9 Edw. III., p. 183, December 1, 1335.

⁸ *Ibid.* 6 Edw. III., p. 330.

alienation by the parson of Shipmeadow we found the spelling 'Redenhale,' corresponding with the early spelling of the name of our clerk.

We suggest, therefore, as an hypothesis which may be verified or rejected as more material comes to hand in the later volumes of this series, that John de Redenhale, the (chief) clerk of the (chief) justice of the Common Bench, became parson of Shipmeadow not later than July 1312. The townships of Shipmeadow and Barsham were held jointly, at least as early as 1316, by Robert Barsham, Henry of Wellington, and Walter of Norwich.¹ This latter (a Norfolk man, as his very name indicates), a baron, and chief baron, of the Exchequer, acting treasurer and treasurer, later on acquired the manor of Shipmeadow to hold jointly with his wife.² Walter, either through his official acquaintance with John of Redenhale, the clerk, or through the influence of the Countess of Norfolk, or of someone else, was perhaps induced to present this very Clerk, who then took, or had previously taken, orders. His ecclesiastical duties may account for the fact that Redenhale's connection with the Courts was less pronounced for some time. He may still have acted as attorney for some people from Norfolk or other neighbouring counties—he may even have pleaded at various times. He might be called upon, as occasion arose, to accept commissions as justice of oyer and terminer. But the basis of his work was, for a time, the parsonage. When he resigned it towards the end of Edward II.'s reign, he again appears more frequently in the work of the Courts. Moreover, it is quite likely that he combined his parsonage with some employment in the Chancery. The fact that his successor at Shipmeadow was constantly attendant on the King's business in the Chancery shows that this was a perfectly permissible combination of duties, and Redenhale may have had something to do with the presentation of the new parson and his employment at the Chancery. One argument against our supposition is found in the fact that the protection for Master John de Redenhale was dated in March of the very year in which Redenhale is mentioned as pleading both in Hilary and Easter terms. Yet this difficulty is not too great if we assume that he may, after all, not have gone abroad.

Manuscript Y has, so far as we know, no cases later than Hil. 5 Edw. II. On the other hand, it is written so carefully that the writing itself must have taken a very long time. Moreover, while the whole manuscript appears to be in the handwriting of one person, there is no doubt that, beginning on folio 207, the writing becomes much less compressed, but remains uniform and elaborate. All this

¹ *Parl. Writs*, ii. pt. iii. p. 1238.

² *Cal. of Inquis.* vii. 169, no. 235.

seems to indicate that the book was written by a man who had all his materials before him, had given up supplementing them, and was only copying them after careful arrangement. One is tempted to suppose that the author, perhaps himself a Norfolk man, taken to Westminster by Redenhale, or sent there entrusted to his special care, was studying under the clerk's direction, and afterwards went for a time to his new parsonage where, in the quietness of a Suffolk village, he wrote out this volume, making it so beautiful that Maitland has said :

. . . the text looks as if it had been written by professional calligraphers, who have adorned its pages with some red and blue capitals. When we compare it with its fellows, we are inclined to call it an *édition de luxe*.¹

The connection of our author with Redenhale may account for the great number of records reproduced in manuscript Y.

Altogether, manuscript Y appears as an important link in the legal literature of an epoch which started with Bracton and produced the compilations of 'Brevia Placitata,' Hengham, Britton, Fleta, Fetasaver, and others.

2. REMARKS ON SOME CASES.

The reports for this term are, as usual, mostly concerned with points of procedure and pleading. In several cases the course of the trial is affected by the intervention of a reversioner or joint-tenant who asks to be admitted to defend his right. We read, *e.g.*, in the record of Case 74 (*Russell v. Wombestronge*), p. 19 : 'Et super hoc venit quedam Margeria . . . et dicit quod predicta tenementa sunt jus suum. . . . Et petit quod ipsa admittatur ad jus suum defendendum' (*cf.* p. 65). The frequent occurrence of the formula *defendere jus suum* on such occasions raises a question as to the meaning and rendering of the same formula in other instances when the tenant pleads directly against the demandant and the phrase *defendit jus suum* implies that he denies the right of the latter. On the other hand, when the tenant's reply is described as 'precise defendit de verbo in verbum' it is evidently meant that a distinct denial was given to every word of the demand, and accordingly the expression 'defendit jus suum' coupled with the above-mentioned words has also to be taken as a denial of the demandant's claim.

The formula as actually pronounced in Court is given in the tract

¹ *Year Books Series* (Selden Society), iii. p. xxi.

called 'Brevia Placitata,' which unfortunately is still unpublished: 'Tort e force e le dreit de W. le marchant de ledebury defendi W. de Estone par son atorne ke ci est et son issir et issi fet il encore et son entrer e la seisine Wauter son ancestre par non tot outre com de fee e de dreit. Et prest est quil le defende par le cors un son frane home . . . par non ke ci est ke prest est a defendre par son cors ou par quant ke la Curt le Rey agarde ke defendre le deive.' In a writ of entry the formula runs: 'Tort et force defent J. de E. ki ci est e a ceo ke il dist ke il nauoit pas entre si par Malin non (*corr.* si non par Malin) pere G. ki heir il est ki lessa cele tere a terme ke passe est, nous demandons quei il ad del terme J. respont. . . .' Confusion arises from the fact that the pronoun *suum* is used not in the reflexive but in the possessive sense like the French *son*, so that it applies equally well to the right of both parties in a dispute. It is difficult to escape from the conclusion that the lawyers of the thirteenth and fourteenth centuries used the formula *defendit jus suum* to indicate both the positive assertion of right and the negative denial of the adversary's right. It would not be possible to draw a definite conclusion from the combination of the *suum* with the singular or the plural in the context. In our volume pp. 39, 55 and 63 leave the reader without definite indication, although in a case like the one on p. 104 it seems more probable that the *jus suum* applies to the single tenant than to the three demandants; we must remember that formal defences were made and enrolled in set formulas without accurate attention to varying circumstances.

In translating the formula in question it seems best to follow the precedents set by F. W. Maitland. He drew attention to the use of the verb 'to defend' in both acceptances, and gave one or two examples in which it appeared as an equivalent to 'deny'¹; but in his editions he kept to the literal translation 'defend,' leaving it to the reader to gather from the context which one of the two meanings was the appropriate one.²

In several cases the judges and litigants are concerned with the interpretation and application of the Edwardian Statutes. In Case 87 (*Anon.*) Bereford and his companions reserved judgment, because they could not make up their minds straight away as to the bearing of Statute of Westminster II. cap. 4 and cap. 21 on the point in dispute. One J. had brought a writ of entry against Maud, Prioress of Kilburn, alleging that she had no entry into the tenements but by a lease made by R., sometime husband of Alice, the mother of J. The chief argument

¹ Pollock and Maitland, *History of English Law*, s.v. 'Defence.'

² *Court Baron*, 119; *Year Books Series* (Selden Society), iv. 82, 186, 189.

on the side of the Prioress was that a predecessor of hers had entered by judgment in a case of *cessavit*, in which R. had made default. The fact that such a judgment had occurred was not denied by the demandant, and the tenant asserted that the Court on that occasion had satisfied itself that there had not been any collusion between plaintiff and defendant. Therefore, according to Statute of Westminster II. cap. 4, the tenements should be lost for ever by the defeated party.¹ Bereford C.J., however, did not consider the application of that statutory rule to be a foregone conclusion. He laid stress on the distinction between the procedure adopted in the trial of writs of entry at common law and the consequences of the 'special' writ of which the plaintiff in the former case had availed herself. This had been a writ of *cessavit*,² and Bereford was evidently in doubt how far a provision of cap. 4 as to the effects of default could be applied to cases under cap. 21,³ which had in view the particular situation arising out of failure to pay rent. The Chief Justice also drew attention to the fact that the litigants in the case before him were not the persons engaged in the former trial, so that the former decision did not hold good for them without further argument. This seems the most natural explanation of the concise and rather confused statement of the decision as registered in our report.

Case 97 (*Winchester and Others v. Goldyngtone*) may serve as an illustration of an evil which the Statute *de donis conditionalibus* (Statute of Westminster II. cap. 1) was designed to remedy. We read among other things in the first paragraph of the statute⁴:

'In casu etiam cum quis dat tenementum in liberum maritagium quod donum habet conditionem annexam licet non exprimatur in carta doni que talis est quod si vir et mulier sine herede de ipsis procreato obierint tenementum sic datum ad donatorem vel ad ejus heredem revertatur. In casu etiam cum quis dat tenementum alicui et heredibus de corpore suo exeuntibus durum videbatur et adhuc

¹ *Statutes at Large*, i. 171 f.: 'Et si excipiat contra ipsam quod vir ipsum tenementum unde dos petita est amisit per judicium per quod dotem habere non debet Et si queratur per quod judicium et compertum fuerit quod per defaultam ad quod tenens necesse habet respondere tunc oportet tenentem ulterius respondere et ostendere quod ipse tenens jus habuit et habet in predicto tenemento secundum formam brevis quod prius super virum impetravit. Et si ostendere poterit quod vir mulieris non habuit jus in tenemento nec aliquis alius

quam ipse qui tenet recedat quietus et uxor nichil capiat de dote quod si ostendere non poterit recuperet mulier dotem suam.'

² Fitzherbert's *Natura Brevium* (ed. of 1677), p. 463.

³ *Statutes at Large*, i. 195: 'Eodem modo concordatum est quod si quis detineat domino suo servitium debitum vel consuetud' per biennium habeat dominus actionem petendi tenementum in dominico.'

⁴ *Ibid.* i. 164.

videtur hujusmodi donatoribus et heredibus donatorum quod voluntas ipsorum in donis suis expressa non fuerit prius nec adhuc est observata. In omnibus enim predictis casibus post prolem suscitata et exeuntem ab ipsis quibus tenementum sic fuit datum conditionaliter hucusque habuerunt hujusmodi feoffati potestatem alienandi tenementum sic datum et exheredandi de tenemento exitum ipsorum contra voluntatem donatorum et formam de dono expressam.'

This was remedied by the statute, the result being the institution of the writ of Formedon. Our Case 97 starts precisely from a transaction which is declared to be abusive in the preamble of the statute. Katherine, widow of Baldwin of Whitsand, who had received a certain rent in frank marriage, married again, and in conjunction with her second husband, Ralph of Ardern, made over by a fine forty shillings of the rent in question to John of Lovetot, from whom the defendant in the suit derived his (?) right. The final concord was made in the twelfth year of Edward I.—that is, in the year preceding the enactment of Statute of Westminster II. As the statute had no retroactive force, the Court upheld the fine in spite of the claims of the reversioners.

Case 99 (*Anon.*) deals with the application of the Statute *de finibus levatis* (Westminster III. 27 Edw. I. cap. 1).¹ The demandant claimed as reversioner after the death of one Hugh, with whom he had concluded a fine allowing Hugh to hold a certain tenement for term of life. The tenant's contention was that the fine was levied between persons who had nothing in the tenement in question, and that he, the tenant, had been seised at the time of the levying of the fine and after; he had entered the land as heir to his brother, who had been seised before the levying of the fine. Demandant's counsel objected to an averment on the strength of the Statute of 27 Edw. I. cap. 1, but the Court decided against him, because the statute excluded averment between conusor and conusee, but did not refer to persons who neither were mentioned in the fine nor derived their claim from the parties to the fine: in order to ascertain who was seised of the tenement at the time when the fine was levied an inquest had to be called.

Case 88 (*Newille v. Wrattone*) turned on the application of Statute of Westminster II. cap. 40,² by which a widow bringing a writ of entry on account of the alienation of her land by her husband, whom she could not contradict in his lifetime, need not wait for the coming of age of one vouched to warrant the transaction. The record on the plea roll

¹ *Statutes at Large*, i. 277.

² *Ibid.* i. 218: 'Cum quis alienat jus uxoris sue concordatum est quod decetero secta mulieris vel ejus heredis non differatur post obitum viri per

minorem etatem heredis qui warrantizare debet sed expectet emptor qui ignorare non debuit quod jus alienum emit usque ad etatem warranti sui de warrantia sua habenda.'

gives a fuller account of the case than the rather disjointed notes of the reporters, and we gather from it that the warrantor called up in the first case was allowed to vouch over as warrantor the heir of the deceased husband, who was under age, and that the claimant was made to wait for his coming of age. Two reasons were assigned for this decision: (1) That the alienation had taken place long before the passing of the statute, as the defendant offered to aver; (2) that the tenant in the case was not the purchaser, as we learn from the reports he held by the curtesy of England. In the course of the pleadings the demandant's counsel objected to the warranty on the ground that the warrantor had never been seised, as the land had been in the possession of the tenant by the lease. This objection was, however, brushed aside by the justices and is not noticed in the plea roll.

Although the rule embodied in Statute of Westminster II. cap. 40 was held not to be applicable to *Neville v. Wrattone*, it was in itself an important feature of the attitude of the law as to claims against infants. Waiting for an infant's age was a serious drawback for persons claiming possession. It made a material difference when a purchaser was obliged to wait for the age of the warrantor in order to obtain compensation for the loss of a tenement alienated illegally, or when a claimant bringing a *cui in vita* was to be put off for a time by the non-age of the infant heir of the husband. One of the considerations which influenced the law as to minors is brought into a strong light by such eventualities. It was recognized by the Statute to be unfair that the purchaser should profit by a wrong of which he must have been aware. He ought to have noticed the fact that a husband had no right to alienate his wife's property without her consent, and it would have been unfair to allow him to shield himself, at least for a time, behind the minority of the husband's heir. In order to put a stop to speculations of this kind, the burden of waiting for the heir's age was transferred in this case to the purchaser, while the widow or her heirs were allowed to prove their right.

On the other hand, cases occurred when claims as to dower and by curtesy of England were met by a prayer of postponement on the ground of non-age. In such cases the postponement detracted from, and might even nullify, the short-lived claim to possession connected with dower or curtesy. The rule as to dower is clearly laid down in Bracton, f. 422,¹ and evidently curtesy of England was regarded in the same way: to make a tenant by curtesy wait for the age of a minor would in many cases have been tantamount to a nullification of his right. Thus dower and curtesy form exceptions to the application of the general rules as to the standing of minors

¹ Cf. Bracton's *Note-Book*, Case 159.

in litigation. It may not be amiss to notice that in the framing of these general rules the idea of protecting and favouring infants was often expressed and may help to explain some of the difficulties of the subject. The maintenance of existing seisin¹ does not by itself account for the postponement of writs until the coming of age of the infant. Seisin is upheld in the case of an infant who appears as a defendant seised, but when age delays the claim of an infant demandant, the ruling consideration is not the sanctity of seisin, but a distrust of the guardian and the policy of protecting an infant against possible mistakes on his own part. When the minor brought an assize of mort d'ancestor his claim was not delayed even if his opponent had succeeded in obtaining possession of the tenement in dispute.² The necessity of providing safeguards against guardians was sometimes expressed in as many words.³ It has been pointed out rightly that the key to the doctrine as to the postponement of pleas on account of non-age is to be sought in the feudal law of guardianship.⁴ But two features of the situation have hardly received sufficient attention. To begin with, there was no intrinsic reason for treating socage and military tenure in the same way as regards minors. Non-age ceased in socage at the age of fourteen, while it lasted till twenty-one in chivalry and grand serjeanty. What is even more important, guardianship in socage was still under the influence of Old English custom, and it would have been natural for infants of this class to trust the advice of the relations on the father's or the mother's side for the conduct of legal business. There are traces in the earlier records of the importance attached to this distinction.⁵ But in the development of common law the usage of military tenure gradually overrode the peculiarities of more ancient custom, and the doctrine of non-age settled down more or less into a single groove.

On the other hand, the justices adopted a line of policy concerning minors which was intended to counterbalance the disadvantages of their position by special protection on the part of the Bench; they insisted on favouring infants on all occasions on which that was compatible with justice.⁶

A curious dispute as to the interpretation of a deed is presented

¹ See Pollock and Maitland, ii. (2nd edition) 49.

² *Statutes at Large*, i. 120 (Stat. Glouc. cap. 2): 'E si enfaunt dedenz age seit tenu hors de sun heritage apres la mort sun Cusin Ael ou Besael . . . la ou enqueste fu delae desque al age si passe ore lenqueste ausi cum il fu de age.'

³ *Note-Book*, Case 1958: 'nec credendum est custodi suo uel alicui eorum

cum ambo sint infra etatem, ideo inquiratur per sacramentum iuratorum si Thomas obiit seisitus de terra illa ut de foedo nec ne, et si data fuit ei antequam duxit Auiciam in uxorem nec ne.'

⁴ Holdsworth, *History of English Law*, iii. 399 ff.

⁵ *E.g. Note-Book*, Cases 30, 43, 1957.

⁶ *E.g. ibid.*, Cases 42, 1840.

by Case 77 (*Beauver v. The Abbot of St. Albans*). Abbot Roger, a predecessor of Hugh of Everdone, against whom the action was brought, had ousted William Beauver from a tenement held by the latter in fee-farm because the buildings were in a ruinous condition and the rent was in arrear. The Abbot avowed admission, and in justification produced the deed by which the tenancy had been created; in the deed it was stipulated that in case of negligence on the part of the tenant in keeping up the buildings and in paying the rent, the Abbot had leave 'sine contradictione sui (the tenant's) vel heredum suorum (predictum mesuagium cum domibus) in manum suam recipere.' The demandant contended that *recipere* did not mean *repandre* 'to take back,' but *recevoir*—that is, 'to receive'—and that, therefore, the Abbot might have claimed the delivery of the messuage, but not ousted the tenant by way of self-help. The argument for the demandant was specious from the point of view of *literal* interpretation; and if the Court had accepted it, Beauver would have had an opening for negotiating about 'delivery' and trying to arrange some compromise. The justices decided, however, that the expression *recipere* was to be understood in the sense of recovering possession and warranted the act of the Abbot. The award is interesting in so far as it shows the tendency of the judges towards an interpretation based on the general spirit of a document rather than on its literal meaning.

On occasions when rights were claimed on the strength of feoffment or agreement, it became important to establish exactly whether the deed establishing the special right claimed or defended had to be produced or not. One of the difficulties arising out of the fact that deeds were usually executed in one copy is illustrated by Case 89 (*Haverington v. Harpur and Banes*). In a writ of intrusion the tenant, one Olive, made default after default; one John intervened as the heir of one Roger who had purchased the tenement jointly with Olive, and the latter had nothing in it except for term of her life. Counsel for the demandant asked that the 'specialty' witnessing the facts asserted be produced. The Court, however, admitted the intervener without requiring the production of specialty, because it was held that the deed should in the case of such a joint purchase remain with the surviving purchaser.

Case 90 (*Lucy v. Plukenet*) establishes an even more important point—namely, that in case of a claim by reason of an assignment it was not necessary for the tenant to produce the deed witnessing the assignment, and recourse might be had to an averment. On the other hand, if the claim to an assignment was made by the demandant in a case, he would have to prove the assignment by specialty. This looks

very much like favouring actual possession. The burden of proof is cast primarily on the 'actor,' while the tenant could satisfy the Court by means of a less exacting procedure.

Two or three of the cases of our term bear on the relations between the jurisdiction of the Crown and those of feudal, ecclesiastical, and secular magnates. In Case 78 (*Berkele v. Lovel*) the bailiff of the Abbey of Fécamps intervened in a suit concerning entry after novel disseisin and claimed jurisdiction for the liberty of Slaughter in Gloucestershire. The plaintiff was non-suited in the Court of the Liberty, but tried to have the process removed to the King's Court by reason of a default of justice: he alleged that the customary rules as to essoins had not been upheld in the course of the trial. He failed, however, in his plea in the Common Bench, because it was shown that after challenging the procedure—an adjournment after insufficient essoin—in the liberty of Slaughter he nevertheless had put in an appearance at the trial in that Court and thus had acknowledged the jurisdiction of the Abbey. In principle the right of the King's Court to supervise the correctness of the procedure in feudal Courts was not contested, but it must have been exercised after inquiry into the various customs observed in these Courts, which had to conform to the usages generally accepted in feudal Courts. The manner in which such inquiries were made is described at some length in reports of other terms. In a trial as to false judgment, for example, which occurred in Michaelmas term of the nineteenth year of Edward II. (Year Books of Edw. II., Vulgate, p. 633) the Sheriff was ordered to proceed to the Court of the Liberty and to have a record of the proceedings drawn up for presentation in the Common Bench. Although this record was found to be incomplete, it was sufficient to enable the justices to decide the case as to error. In Trinity term of 7 Edw. II. (Vulgate, p. 249), although a release had been made by the plaintiff in a writ of right, the jurisdiction of the Liberty was challenged because an award had been made by the bailiff of the manor, whereas the judges of the Court were its suitors. Altogether the lords of liberties were not only restricted in the exercise of their jurisdiction by Quo Warranto process, but also by the steady pressure of the supervision of Royal Courts.

Case 110 (*The King v. the Bishop of Lincoln, ex parte Bloxham*) illustrates the process of execution for a debt against a clerk, who did not hold any fee, but was an incumbent of two livings and of other spiritualities. The Sheriff was ordered to 'cause a sum to be made'¹

¹ This is the rendering of *feri facias* in Pollock and Maitland, *Hist. of Engl. Law* (2nd ed.), ii. 596.

out of his property, sufficient to pay the debt, and as there was no lay property to fall back upon, the diocesan bishop was ordered to make a return as to available spiritualities. When he sent in a negative return it was challenged by the creditor, who asserted that there was property to meet the claim. The sufficiency is expressed by *assez*, and it seemed allowable to use the term 'assets' in the English version, although it acquired its technical meaning somewhat later and was used mainly of goods of a debtor which had passed into the possession of an heir or an executor.

In conclusion we should like to call attention to Case 75 (*Stoke v. Doyby*), in which the Court laid down that a man who had been imprisoned for felony on the presentation by twelve jurors to the Justices in eyre and charged with felony in the coroner's roll was to be deemed attainted of felony even though he had been slain while attempting to escape before the trial.

LEGAL CALENDAR

FOR THE

SIXTH YEAR OF KING EDWARD II.

(MICHAELMAS TERM)

The sixth year of the reign began on July 8, 1312. The Sunday letter for the second part of the year (leap year) was A. In 1312 Easter Day fell on March 26.

JUSTICES OF THE KING'S BENCH.

Roger le Brabazon C.J.; Gilbert of Roubery; Harry Spigurnel.

JUSTICES OF THE COMMON BENCH.

William of Bereford C.J.; Lambert of Trikingham; Hervey of Stanton; John of Benstede; Harry le Scrope.

NAMES OF COUNSEL WHO ARE MENTIONED IN THIS TERM.¹

Asshele, Robert of	Passelewe, Passele, Passelee, Passe-
Cantebrigge (Cauntebrigge), John	leye, Edmund of
of	Russel, Robert
Denum, John (of)	Rustone (Rostone), Robert of
Friskenev (William of)	Scrope (Scrop), Geoffre le (or of)
Hedon(e), Robert of	Stonore (Stannore, Stonoure,
Hengham, Ingham, Inge (John	Stonnoure, Staunore, Stonhore),
of)	John of
Herle (Herre ²), William	Sutton (Ellis of)
Hert(ipole) (Geoffrey of)	Tiltoun (John of)
Huntingdon (Ralph of)	Toudeby (Gilbert of)
Inge, Ingham. <i>See</i> Hengham	Wallingford (Walyngford), Peter
Kyngeshemed (Kyngeshemed),	of
Simon of	Westcote, John of
Laufare (Lauffare, Laufar, Lauuar,	Wylugby (Wyluby, Willeby,
Lauvar), Nicolas (of)	Wylleby, Wylgheby, Wyleby,
Loueday, John (of)	Wylughby, Wyliby), Richard
Malbethorpe (Robert of)	of
Muggele (Miggele, Migele), William	
of	

¹ The prefix *of* in brackets means that the name appears on the Plea Rolls sometimes with *de*, and sometimes without it. Where the name appears on the Plea Rolls, all ways of spelling found there are reproduced. Where the name does not appear on the Plea Rolls, the Christian name and prefix are taken from former volumes of this edition, and are given in brackets.

² Membr. 297 recto.

Of these the following are mentioned in the Reports but not on the Plea Rolls of Michaelmas Term :

Friskeney	Malbethorpe
Hengham, Ingham, Inge	Sutton
Hert(ipole)	Tiltoun
Huntingdon	Toudeby

The following *narratores* are mentioned on the Plea Rolls of Michaelmas Term, but not in the Reports :

Bacun, Thomas	Esthalle, William of
Claver, John (of)	Newtone (Neutone), Thomas of

THE YEAR BOOKS OF EDWARD II.

VOL. XIV. (PART I).

SIXTH YEAR.

PLACITA DE TERMINO SANCTI MICHAELIS ANNO
 REGNI REGIS EDWARDI FILII REGIS
 EDWARDI - SEXTO.

72. THE ABBOT OF PETERBOROUGH v. YARMOUTH.¹

I.²

Deux precipes en vn bref vers deux tenantz.

Vn homme porta deux precipes vers vn ³Aigu(es) et vn autre³ et vers vn Adam de G.⁴ et Alice sa femme et demanda vers A. ⁵certeins tenemenz etc.⁵ et vers Adam et Alice ⁶certeinz tenemenz etc.⁶ et xxxii. s. de rente etc.

*Denom.*⁷ vouch(a) a garrantie vn Adam de C.⁴ et Alice sa femme qe vindrent⁸ et garrantirent etc. et de⁹ la demande faite vers Adam et Alice il¹⁰ diseiont qe la ou ¹¹il demanderunt¹¹ certeine terre et xxxii s. de rente qil ne ¹²fust tenant¹² forsqe de la terre et de xviii.¹³ s. de rente e de tant vouch(erent) a garrantie deux qe furent soeres ¹⁴la femme Adam et Adam m(esme) et Alice sa femme etc.¹⁴ Et qant a la demande ¹⁵qe Adam et Alice auoit gar(anti) la vouchoms¹⁵ (n)ous outre *in forma predicta* etc.

*Et*⁹ *ad alium diem* ad(am) Gernou(n)¹⁶ mist auant la proteccioun le Roy etc. ¹⁷*quare loquela in ambabus precip(e) sine die* etc.¹⁷

Pus⁹ le demandant suit le resom(onse) vn pur ¹⁸le demandaunt¹⁸ vers dyon(yse) que fuit telle etc. sum(mone) etc. Adam de Gernoun⁴

¹ Reported by C, F, M, P, T, X (twice). ² From T. Compared with C. Headnote from C. ³⁻³ A. C. ⁴ vernoun C. ⁵⁻⁵ certeyne tere C. ⁶⁻⁶ certeyne tere C. ⁷ dionys interlined C. ⁸ Add: en court C. ⁹ Om. C. ¹⁰ et C. ¹¹⁻¹¹ le demaundaunt demaunda vers eux C. ¹²⁻¹² furent tenantz C. ¹³ xxviii C. ¹⁴⁻¹⁴ Adam et Adam et Alice mesme C. ¹⁵⁻¹⁵ qil auoient vers O. eux deuantz par lour garrantie voucheren C. ¹⁶ de vernoun C. ¹⁷⁻¹⁷ par qei la parole de ambe deux le precipes fut sanz iour C. ¹⁸⁻¹⁸ la demande qe fut C.

PLEAS OF MICHAELMAS TERM IN THE SIXTH
YEAR OF KING EDWARD THE SON OF
KING EDWARD.

72. THE ABBOT OF PETERBOROUGH v. YARMOUTH.

I.

Two *precipes* in one writ against two tenants.

One brought two *precipes*, (namely) against one Sabina and another, and against one Adam of Yarmouth¹ and Joan his wife, and demanded against Sabina² certain tenements etc., and against Adam and Joan certain tenements etc. and 32s. of rent etc.

Denom vouched to warranty one Adam of Yarmouth and Joan his wife, who came and warranted etc. And as to the demand made against Adam and Joan they said that whereas the³ demandant³ demanded certain land and 32s. of rent, they³ were³ tenants only of the land and of 28s. of rent, and as to this much they vouched to warranty two sisters of Adam's wife and Adam himself and Joan his wife etc. And as to the demand that Adam and Joan had warranted, we vouch over as aforesaid etc.

And on another day Adam of Yarmouth put forward the King's protection etc. Therefore the plea in both *precipes* without day etc.

Afterwards the demandant sued the resummons for the demand³ made³ against Sabina, which (summons) was such : summon etc. Adam

¹ In 1308 lands in East and West 1317, p. 692).

Ham belonging to Adam of Yarmouth and Joan his wife were taken into the King's hands for their default against Godfrey Abbot of Peterborough; they also held lands in Alethorpe (Cal. Close 1307-13, pp. 127, 569). In 1317 Hugh of Gayteford, the parson of Barton in Kendale, complained that Adam of Yarmouth had driven his cattle and carried away his goods (Cal. Pat. 1313-

² In 1315 Walter of Yarmouth sought to replevy to himself and Sabina, widow of Walter of Windsor, their lands in West and East Ham respectively, which had been taken into the King's hands for their default against Godfrey Abbot of Peterborough (Cal. Close, 1313-18, pp. 207-8).

³ Supplied from C.

et Aliciam vxorem eius quos dion(ysia) vocauit ad Warantum et qui eam¹ War(antizauerunt) etc. quod sint tali die etc. audituri recordum et iudicium de loquela etc. ²in eodem breui.² Et summane etc. Agnetem de W.³ et Isabellam de H.⁴ et ad(am) Gernoun⁵ et Aliciam vxorem eius quos Adam etc.⁵ et Alicia vxor eius vocauerunt ad warantum etc.⁶ eodem die etc. ad war(antizandum) predictam Adam⁷ et⁷ Aliciam etc.

Ad quem diem

Lauf. conta vers Adam et Alice sa⁷ femme⁷ de la demande fete vers eux etc. et dit qe atort lui⁸ deforcent⁹ tant de terre et⁷ xxxviii¹⁰ s. de rente etc.

Hedoun. Loriginal voet xxxii s. de rente et il nad conte forsqe xxviii s. de rente iugement de la variaunce.

Toud. Nous contames autrefois vers vous mesme de xxxii. s. de rente et vous deites qe vous ne fustes tenant forsqe de xxviii s. de rente et de tant vouchastes agarantie *ut supra* et pus la parolle demurra sanz iour par proteccioun et ore⁷ auoms suy la resomounce qe veut¹¹ estre acordaunt alour¹² recorde et le recorde¹³ e lur resomounce ne voleint forsqe xxxviii¹⁰ s. de rente iugement etc. Et dautrepart vous abastistes autrefois vn resomounce pur ceo qe il ne⁷ fust pas⁷ acordant al original qe voleit xxxii s. et descordant al recorde et qant vous alleggastes cele noun tenure nostre bref ne se abat(i) pas pur ceo qe vous nous¹⁴ donastes nul tenant.

Hedoun. Nous ne pledoms pas ¹⁵pur le¹⁵ resomounce mais pur¹⁶ loriginal etc. a¹⁷ quoi vous auez varie iugement etc.

Ber. Auoit il tiel plee ou noun.

⁷*Et quia⁷ Hedoun non potuit hoc dedicere* agarde fust qil r(espondist) etc.¹⁸

Et pus voucha les deux¹⁹ soeres la femme Adam et Adam mesme et Alice sa femme.

Et qant al demande dont Adam et Alice²⁰ sunt entrez en la garrantie etc. Adam et Alice²⁰ etc. vouchèrent²¹ lez deux soeres Alice et Adam mesme et Alice ⁷sa femme.⁷

Et stetit ⁷vocacio etc.⁷

¹ ei C.

²⁻² et en mesme le bref etc. C.

³ A. C.

⁴ O. C.

⁵ de vernoun C.

⁶ quod sint C.

⁷ Om. C.

⁸ lour C.

⁹ deforce C.

¹⁰ xxviii. C.

¹¹ couent C.

¹² al C.

¹³ resomounce C.

¹⁴ ne C.

¹⁵⁻¹⁶ al C.

¹⁶ al C.

¹⁷ de C.

¹⁸ outre C.

¹⁹ iii. C.

²⁰ A. C.

²¹ Add: outre C.

of Yarmouth and Joan his wife whom Sabina vouched to warranty and who warranted her etc., that they be on such a day etc. to hear the record and judgment of the plea etc. in the said writ. And summon etc. Beatrice of Martham and Edith Malemeyns and Adam of Yarmouth and Joan his wife whom Adam etc. and Joan his wife vouched to warranty etc. on the same day etc. to warrant the aforesaid Adam and Joan etc.

On that day

Laufare counted against Adam and Joan his wife, of the demand made against them etc., and said that they wrongfully deforce from him so much land and 28s.¹ of rent etc.

Hedon. The original mentions 32s. of rent and he has counted of only 28s. of rent. Judgment of the variance.

Toudeby. Aforetime we counted against yourselves of 32s. of rent and you said that you were tenant only of 28s. of rent and as to that much you vouched to warranty (as above), and afterwards the case stood over without day by protection, and now we have sued the resummons which must be in accordance with the¹ record, and the record and their resummons (both) contained but 28s.¹ of rent. Judgment etc. And on the other hand you abated aforetime a resummons because it was not in accordance with the original which mentioned 32s., and (was) discordant with the record. And when you put forward that (plea of) non-tenure² our writ was not abated because you gave us no (other)¹ tenant.

Hedon. We do not plead now as to the resummons but as to the original etc. with which you are at variance. Judgment etc.

BEREFORD C.J. Was there such a plea or no?

And because *Hedon* could not deny this, it was awarded that he should answer etc.

And afterwards he vouched the two sisters of Adam's wife, and Adam himself, and Joan his wife.

And as to the demand whereof Adam and Joan entered into the warranty etc., Adam and Joan etc. vouched the two sisters of Joan and Adam himself, and Joan his wife.

And the voucher stood etc.

¹ Supplied from *C*.

² Alluding to the outstanding 4s.

II.¹

²Entre ou le tenant dit qil ne fut pas enterement tenant de la demande et pus porta La proteccioun, par qei le demandant siwy La resum(ounce) de ceo qe le tenant conust et nemye de ceo qe fut contenu en le original. et *hoc non obstante* La resum(ounce) fut agarde bone etc.²

Labbe de ³Bourgh seint per³ porta vn bref dentre foundu sur la nouele disseisine en le post vers vn Richard et demanda certain tenements et xxxvi s. et⁴ viii⁴ d.⁴ de rente.

R. vint et dit qil ne feut tenant forsque de xxviii s. de rente et de ceo voucha il a garrantie etc.

Puis apres la parole demura⁵ sanz iour par la proteccion.

Labbe suyst vn resomounce ou ne feut contenu forsque les tenements et les xxviii s. de rente et counta vn counte acordaunt al resomounce.

Hed. demanda oy du bref original et auoit, et puis dit qil nauoit counte forsque de xxviii s. de rente et loriginal veut xxxvi s. de rente iugement de la var(iance).

Malm. Il ny ad plus contenu en nostre resomounce.

*Wilb.*⁶ Entant com vous deites autrefoitz qe vous tenistes nient plus etc. si nous donastes vn tiel resomounce qe nous ne pooms autre auoir forsque de ceo dount vous respondrez.⁷

Hed. Illy ad var(iaunce) entre vostre original et vostre counte iugement etc.

*Herle.*⁸ Vous nauez mye iour ne garrantie a tenir ceo ple ne pleder qant a ore fourqe par la resomounce par qei si nous eussoms varie de ceo nostre counte eusti⁹ este abatable. *Item* loriginal feut amorty par la proteccioun par qei la resomounce est garrantie a la court etc.

Hed. vt prius.

¹ From *M.* Compared with *F.* Headnote from *F.* ²⁻² The headnote in *M* is: Entre sur disseisine. Nota bref amorty par proteccion et resuscite . . . nient acord(ant) . . . original et . . . agarde bon. ³⁻³ Brug' de seint Piere *F.*

⁴ *Om. F.* ⁵ fut mis *F.* ⁶ *Add: ad idem F.* ⁷ repondistes *F.* ⁸ *Malm. F.* ⁹ eust *F.*

II.

Entry where the tenant said that he was not tenant of the whole of the demand, and afterwards brought the (King's) protection, wherefore the demandant sued the resummons as to that which the tenant had acknowledged, and not as to that which was contained in the original. Notwithstanding this the resummons was awarded good etc.

The Abbot of Peterborough¹ brought a writ of entry founded upon novel disseisin in the *post* against one Adam, and demanded certain tenements and 36s. and 8*d.* of rent.

Adam came and said that he was not tenant save of 28s. of rent and as to this he vouched to warranty etc.

Afterwards the case stood over without day by a (writ of) protection.

The Abbot sued a resummons wherein were contained only the tenements and the 28s. of rent, and counted according to the resummons.

Hedon demanded oyer of the original writ and had it and then said that (the Abbot) had counted only of 28s. of rent and the original mentioned 36s. of rent. Judgment of the variance.

Malberthorpe. Nothing more is contained in our resummons.

Willoughby. Inasmuch as aforetime you said that you did not hold more etc., you gave us such a resummons, for we can have no other (resummons) save for that for which you answered.²

Hedon. There is a variance between your original and your count. Judgment etc.

Herle. You have no day or warrant to hold this plea or to plead³ at present⁴ except by the resummons. Therefore if we had made a variance from this (resummons) our count would have been abatable. Likewise, the original was set aside by the protection; wherefore the resummons is a warrant for the Court etc.

Hedon (as before).

¹ Godfrey of Crowland, Abbot accused by John of Wyleby of having cut 1299-1321. In 1309 he received protection till Martinmas, as he was going at Woodcroft (*ibid.* 1317-21, p. 293). beyond the sea, and nominated two Dugdale gives an account of his services attorneys during his absence (*Cal. Pat.* to Peterborough Abbey (*Monasticon*, 1307-13, pp. 110, 116). In 1313 he had i. 358, 359). He died about the licence from John Dalderby Bishop of ginning of September 1321 (*Cal. Pat.* Lincoln to go on pilgrimage to the 1321-24; p. 22).
shrines of St. Edmund of Pontigny and
St. Thomas of Hereford (*V.C.H. North-ants*, ii. 89). He was pardoned for
hunting in the King's forest of Huntingdon and taking a doe in 1316 (*Cal. Pat.* 1313-17, pp. 475, 480), and in 1318 was

² Supplied from *F*.

³ The 'day' relates to the 'pleading' by the parties. The 'warrant' to the 'holding of the plea' by the Court.

⁴ Or, 'at the present stage.'

Berr. Pur ceo qe vous deites qe vous ne feuste tenant forsque¹ del xxviii. s. de rente et de ceo vouchastes etc. et il ne peut autre resomounce auoir.

Wilb. Cest en vostre auauntage qe la resomounce est fait de meynz qe loriginal.

Par qei feut dit par la Court qil respond(e) etc.

III.²

Resomounce.

Labbe de Burgh Seint piere porta bref dentre sur disseisine de certains tenemenz et de xxxvi. s. de rente.

Le tenaunt dit qil ne tint fors xxviii s. de rente et de ceo voucha etc.

Peus la parole mist saunz iour par la proteccioun.

Peus la resomounce siwy acordant al voucher et counta acordaunt al resomounce et la variaunce chalenge entre loriginal et le counte.

Wilb. Par vostre protestacioun et par vostre vocher nous auez done tiel resomounce et tiel counte.

Herle ad idem. La resomounce garanti a tenir ceo plee qar le original est amorti par la proteccioun par quey il couent counter acordant a la resomounce. Estre ceo cest vostre auauntage qe nous countoms de meyns.

Par qey le count fust agarde bon.

IV.³

Entre qe pert qe le conte fut variant al original et si fut il agarde pur bon pur ceo qe le tenant autrefeze auoit dist qil ne tient nient plus qi nest ore demande et de ceo auoit voche a garrantie.

Le Abbe del Burg(e) seint pere port soun bref dentre vers vn Adam qi auoit voche agarantie vn Ihon(e) e sare sa femme et demande certainz tenementz et xxviii s. de rente et dist qe ceo fut soun droit et le droit de sa eglice de seint pere de Burg(e) et dount soun predecessour Rauf par noun fut seisi en soun demesne com de feo. et droit de sa eglice etc.

Hodu. defendist et demanda le bref oyer qe voloit mesme les tenemenz et xxxv s. de rente iuggement de la variaunce.

Herle. Autrefeze en cest court nous demandames vers Adam a qi

¹ *Add:* des tenemenz et *F.*

² From *X* (second version).

³ From *P.*

BEREFORD C.J. Since you said that you were not tenant save of the 28s. of rent and of this you vouched etc., he cannot have (any) other resummons.

Willoughby. It is to your advantage that the resummons is made for less than the original.

Therefore it was said by the Court that he should answer etc.

III.

Resummons.

The Abbot of Peterborough brought a writ of entry upon disseisin for certain tenements and for 36s. of rent.

The tenant said that he did not hold save 28s. of rent, and of this he vouched etc.

Afterwards the case (stood over) without day, by the (writ of) protection.

Afterwards the resummons was sued according to the voucher. And (the demandant) counted according to the resummons. And the variance between the original and the count was challenged.

Willoughby. By your protestation and by your voucher you have given us such a resummons and such a count.

Herle (to the same effect). The resummons is a warrant to hold this plea, for the original is set aside by the protection. Therefore it is necessary to count according to the resummons. Moreover, it is to your advantage that we count of less.

Therefore the count was awarded good.

IV.

Entry where it appears that the count varied from the original, and (yet) it was awarded good because the tenant had aforetime said that he did not hold more than was demanded now, and had vouched to warranty as to that.

The Abbot of Peterborough brought his writ of entry against one Adam who had vouched to warranty one Robert and Beatrice his wife, and demanded certain tenements and 28s. of rent and said that this was his right and the right of his church of Peterborough whereof his predecessor, Richard by name, was seised in his demesne as of fee and (of the) right of his church etc.

Hedon defended and demanded oyer of the writ, which mentioned these same tenements and 35s. of rent. Judgment of the variance.

Herle. Aforetime we demanded in this Court the said tenements

vous auez garranti a mesme cesti original les dist tenemenz et xxxv s. de rente qe vient en court et dist qil ne tient forge xxviii s. de rente. et de ceo vocha agaraunt Ihon(e) et sare sa femme qe viendront en court et garr(antirent). issint qe apres cel. la paroule demura saun iour par la mort le Roi et ore sumes en mesme le¹ stat par resumounce a la quele nostre counte acorde iugement etc. E nous dioms qe autrefeze vn autre resoun² fuit abatu pur ceo qele fit mencioun del entier de la rente contenu en le original.

Heid. Qaunt homme suera resumounce ele sera acordaunt al original.

Berr. En cas uous ditez talent. mes ele doit estre resum(once) destre en mesme lestat cum ele fuit qant ele demura saun iour qe si uous vssez fet defaute apres apparaunce. deuaunt la resumounce vous resp(ondriez) de cel defaute.

Et pus vierent par procees qe ceo fut enci com *Herle* auoit dist.

Par quei *Hed.* fut ouste de sa excepcioun par agarde.

E puis Iho(n) et sare sa femme vocherent a garrantie euz mesmes iiij. parceners Sare.

Et stetit vocacio.

V.³

Labbe de Burgh seint pere porta bref dentre vers vn Ad(am) et demanda xxxv s. de rent.

Hed. Ceo qe nous tenoms nest mesqe xxviii s. et de ceo vouch(oms) I. de B. et sarre sa femme.

Qi garr(antirent).

Pus pendant le ple la parole demura sanz ior et fu resom(once) la resom(ounce) fes(aunt) mencioun de xxviii s.

Et la variaunce entre le original et la resomounce chalengee.

Non allocatur.

Et *Herle* counta acordant ala resom(ounce).

Et la variaunce entre bref original et count chalengee.

Non allocatur.

Pus I. et Sarre voucherent eus mesmes et les iiij parceners Sarre.

Et stetit vocacio.

¹ Interlined.

² *Corr.* resumounce.

³ From X (first version).

and 35s. of rent against Adam to whom you warranted under this same writ original. He came into Court and said that he did not hold save 28s. of rent, and of this he vouched to warranty Robert and Beatrice his wife, who came into Court and warranted. So that afterwards the case stood over without day, by the king's death.¹ And now we are in the same position by the resummons, with which our count accords. Judgment etc. And we say that aforetime another resummons was abated because it mentioned the whole of the rent contained in the original.

Hedon. When one sues a resummons it will be according to the original.

BEREFORD C.J. You talk at random in this case. But (the case) must be resummoned to be in the same stage as it was when it stood over without day. For if you had made default after appearance, before the resummons, you would have to answer for that default.

And afterwards they saw from (the record of) the process that it was as *Herle* had said.

Therefore *Hedon* was ousted of his exception by the ruling of the Court.

And afterwards Robert and Beatrice his wife vouched to warranty themselves (among ?) four parceners of Beatrice.

And the voucher stood.

V.

The Abbot of Peterborough brought a writ of entry against one Adam and demanded 35s. of rent.

Hedon. What we hold is but 28s. and as to this we vouch Robert of Martham and Beatrice his wife.

These warranted.

Afterwards, while the plea was hanging, the case stood over without day, and was resummoned, the resummons mentioning 28s.

And the variance between the original and the resummons was challenged.

(This challenge) was not allowed.

And *Herle* counted according to the resummons.

And the variance between the original writ and the count was challenged.

(This challenge) was not allowed.

Afterwards Robert and Beatrice vouched themselves and the three parceners of Beatrice.

And the voucher stood.

¹ Notice the difference with the other reports.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 193 verso. Essex.
Written by Burnedishe.

Godefridus Abbas de Burgo sancti Petri per Stephanum de Alyngtone attornatum suum petit uersus Adam de Iernemutha et Iohannam vxorem eius vnum Mesuagium quadraginta et quinque acras terre octo acras prati quadraginta acras pasture et triginta et quinque solidatas redditus cum pertinenciis in Westhammes Et uersus predictos Adam et Iohannam quos Sabina que fuit vxor Walteri de Wyndesore vocauit ad warrantum et qui ei warrantizauerunt quadraginta acras terre cum pertinenciis in Esthammes vt Ius ecclesie sue sancti Petri de Burgo sancti Petri Et in que iidem Adam Iohanna et Sabina non habent ingressum nisi post disseisinam quam Gilbertus Hornkek de Distone inde iniuste et sine iudicio fecit Ricardo de London(iis) quondam Abbati de Burgo sancti Petri predecessori predicti Abbatis post primam etc.

Et Adam et Iohanna per Iohannem Child attornatum ipsius Iohanne veniunt. Et quo ad tenementa que ipsi tenent in dominico dicunt quod ipsi non tenent de predicto reddito nisi viginti et octo solidatas redditus tantum et tenent residuum eorundem tenementorum. Et quo ad tenementa que ipsi Sabine war(antizauerunt) dicunt quod ipsi tenent tenementa illa per Warantiam suam ipsis Ade et Iohanne et heredibus ipsius Ade. vnde ipsi tam de tenementis predictis que ipsi tenent in dominico quam de tenementis que eidem Sabine war(antizauerunt) in forma predicta vocant ad warantum Adam de Iernemuthe et Iohannam vxorem (*sic*) Robertum de Martham et Beatricem vxorem eius Ricardum Malemeyns et Editham vxorem eius filias et heredes Walteri de Wyndesore.

Habeant eos hic a die Pasche in xv dies per auxilium Curie.

Et sum(moneantur) in eodem Comitatu Et in Comitatibus Norff(olk) et Rotel(and) etc.

73. DALDERBY v. NORTHE.¹I.²

Entre ³ des tenemenz en Mark. ou ili furunt III. Mart. en le Counte. et pur coeque il ne mist pas adieccioun a coe Mart. le bref sabati.³

Vn home demaunda certein tenements en Martyn⁴ vers Martyn de Norham par bref dentre etc.⁵ en le terce degree.

Scrop. Iugement de cesti bref qar illy sount en la counte de N.

¹ Reported by *B, F, M, P, R, X*: This is Vulg. 3. ² From *M*. Compared with *B, F*. Headnote from *B*. ³⁻³ Ou le tenant abatit le bref pur cco qe ili aueyent treis vyles en le counte nomez par tiel noun cum le bref voleit, *non obstante*

qe le demandant tendit de auer qe cele vile fut conu saunz adieccioun etc. *F*.

⁴ Martines *F*. ⁵ foundu sur la nouele disseisine *B, F*.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 193 verso. Essex.
Written by Burnedisshe.

Godfrey, Abbot of Peterborough, by Stephen of Alyngtone his attorney, demands against Adam of Yarmouth and Joan his wife one messuage, forty-five acres of land, eight acres of meadow, forty acres of pasture, and 35s. of rent with the appurtenances in West Ham, and against the said Adam and Joan whom Sabina widow of Walter of Windsor vouched to warranty and who warranted her, forty acres of land with the appurtenances in East Ham, as the right of his church of St. Peter of Peterborough into which the said Adam, Joan, and Sabina have no entry save after the disseisin which Gilbert Hornkek of Di(t)ton unjustly and without judgment thereof made to Richard of London, sometime Abbot of Peterborough,¹ predecessor of the said Abbot, after the first etc.

And Adam and Joan come by John Child, attorney of the said Joan, and as to the tenements which they hold in their demesne they say that they hold of the said rent only 28s. of rent, and (they say that) they hold the rest of the said tenements. And as to the tenements which they warranted to the said Sabina they say that they hold those tenements by (her) warranty to themselves, Adam and Joan, and to the heirs of the said Adam, and in this matter as well as to the said tenements which they hold in their demesne as to the tenements which they warranted to the said Sabina in the said form, they vouch to warranty Adam of Yarmouth and Joan (his) wife, Robert of Martham and Beatrice his wife, Richard Malemeyns and Edith his wife, daughters and heirs of Walter of Windsor.

Let them have them here on the quindene of Easter by aid of the Court.

And let them be summoned in the said county and in the counties of Norfolk and Rutland etc.²

73. DALDERBY *v.* NORTHE.

I.

Entry for tenements in Marton, where there were three Martons in the county. And because he made no addition to that (name of) Marton, the writ was abated.

A man demanded certain tenements in Marton, against Martin Northe,³ by writ of entry etc. in the third degree.

Scrope. Judgment of this writ, for in the county of Lincoln where

¹ Richard of London was Abbot of Peterborough from 1274 to 1295 (V.C.H. *Northants*, ii. 93). and Martin his sons were accused by Edmund de Chauncy of having assaulted him at Wold Newton in Lincolnshire

² This Record represents the earlier part of the case. and robbed him of his goods (*Cal. Pat.* 1307-13, pp. 167, 168).

³ In 1308 Robert Northe and Peter

ou cesti bref est porte iii. martyns¹ et vous nauez done nul adieccioun en vostre bref a determiner quel(e) M. etc. iugement du bref.

*Malm.*² Les tenements³ en³ la ville ou nostre bref est porte il³ est conu par M. sanz adieccioun prest etc.

Scrop. Depuis qilly soun iii. M. en le counte etc. sanz ceo qe vous ne mettez en certain ioe ne puis sau(oir) etc.

Malm. Si les ii soient nomez par adieccioun et la terce nient donqe si ieo demaunde tenements en tiel⁴ M. a qi nest pas adieccioun sanz adieccioun le bref est assez bon.

Scrop. Illy ad M. en K.⁵ et M. en H.⁶ et M. en N.⁷ et vous ne dites pas en vostre bref en quel M. etc. iugement etc.

*Malm.*⁸ Vous auez done⁹ adieccioun al M. qe vous auez nome et nous volloms auerrer qe M. ou les tenements sount est conu par¹⁰ M. sanz adieccioun etc. *Item* par la viewe serretz vous⁸ acert(es). *Item* si vous vollez abatre nostre bref pour ceo qil ny ad mye adieccioun dites quel adieccioun deuietz¹¹ auoir.

Scrop. Ceo ¹²ne puis ieo sauoir etc.¹²

Berr. ad idem. Si la verite soit tiel com il dit le bref est noun certain et de nul value etc.

Herle. Depuis qil donnent adieccioun a les autres M. et nous volloms auerrer qe cesti M est conu par noun de M. saunz adieccioun etc. donqe est ceo assez en certain sanz adieccioun etc. *quia inter oues signatas*¹³ *ouis non est signata*¹⁴ etc.

Heruy. Pour ceo qe vous ne fetes¹¹ null adieccioun en vostre bref la ou yl sount iii si agarde ceste Court qe vous ne preignez rien par vostre.¹⁵

II.¹⁶

Entre.

En bref Dentre en mart'

Scrop. Il sount iii villes en le counte nomez mart' et vous nauez pas fet adieccioun Iugement del bref.

Malm. Cel ville est conu partiel noun saunz adieccioun prest etc. et mes qil soient autres nomez par adieccioun ceo nabatra pas nostre

¹ Martines F. ² Om. B, F. ³ Om. F. ⁴ cele B, F. ⁵ H. F.

⁶ L. B, F. ⁷ H. B. K. F. ⁸ Om. B. ⁹ denec B. ¹⁰ pur B, F.

¹¹ nous deuoms B. deuoms F. ¹²⁻¹² est a vous B. ¹³ signatos F.

¹⁴ signatus F. ¹⁵ Add: bref etc. B. Sim. F. ¹⁶ From X.

this writ is brought there are three Martons, and you gave in your writ no addition to determine which Marton etc. Judgment of the writ.

Malberthorpe. The tenements (are) in the vill where our writ is brought (and which) is known by (the name of) Marton without addition. Ready etc.

Scrope. Since there are three Martons in the county etc., I cannot know etc., without your putting it with certainty.

Malberthorpe. If two of them have additions to their names and the third has not, then if my claim is for tenements in that Marton which has no addition, the writ, giving no addition, is good.

Scrope. There is a Marton in Kesteven and a Marton near Horncastle and a Marton in Lindsey, and you do not say in your writ in which Marton¹ etc. Judgment etc.

Malberthorpe. You have given an addition to the Marton which you have named and we are willing to aver that Marton where the tenements are, is known by (the name of) Marton without addition etc. Likewise, you shall be certified by the view. Likewise, if you want to abate our writ because there is no addition, say what addition you ought to have had.

Scrope. That I cannot know etc.

BEREFORD C.J. (to the same purpose). If the truth be as he says, then the writ is not certain and of no value etc.

Herle. Since they give (an) addition to the other Martons, and we are willing to aver that this Marton is known by the name of Marton without addition etc., it is with sufficient certainty without addition etc., because one unmarked sheep amongst sheep that are marked is marked etc.

STANTON J. Since you lay no addition in your writ, while there are three [Martons], this Court awards that you take nothing by your (writ).²

II.

Entry.

In a writ of entry in Marton

Scrope. There are in the county three vills called Marton and you did not make an addition. Judgment of the writ.

Malberthorpe. This vill is known by such a name without addition. Ready etc. And even if there be others named by addition(s), that will not abate our writ. Moreover, by the view you will etc. of the

¹ It appears from the Record that the Wapentake. The last was a parish in Marton in dispute was the one near 1428 (*Feud. Aids*, iii. 329).

Horncastle. Of the two others, one is ² The French text makes confusion in the parish of Timberland in Lang- between Nottinghamshire and Lincoln-how Wapentake and the other in Well shire.

bref. Estre ceo par la vewe serrez etc. de la ville. Estre ceo il couent
 qe vous donez adieccioun certeyn si vous volez abatre le bref.

Tamen le bref abati par iugement.

III.¹

Entre. ²Ou le bref fust abatu pur ceo quil auoyent iij Bartouns et
 le bref ne determina p(oint) en quel Bartoun les tenemenz furent etc.²

Vne³ home demanda certainz tenemenz⁴ en bartoun.

*Scrop.*⁵ Cesti bref va a viscounte de Not(ingham)⁶ et en cel⁷ conte
 il sunt⁸ iij. Bartouns scilicet⁹ Bartoun en lyndeseye et Bartoun¹⁰ en
 kesteuene¹¹ et Barton iuxte Horncastre. et il ne determine point. en quel
 des iij Bartouns sa demaunde est iuggement de Bref.

Herle. ¹²Nous voloms auerer quil nad¹² nul adieccioun a cel
 Bartoun. ou les tenemenz sunt demandez etc.

Scrop. Ieo ne plede mye a cele couste de uous chacer ¹³a cel¹³
 adieccioun einz plede ala noun certainete du vostre bref. qi ne deter-
 mine¹⁴ pas la demande en certeyne ville.

Mal. Par la vewe¹⁵ uous seres acerti¹⁶ en quel Bartoun les
 ten(e)mens sunt.¹⁷

Denoun. Ieo ne demandrey pas la vewe sur vostre maueis bref.

Berr. Vous ne dedites¹⁸ pas quil ne sunt iij Bartouns en mesme le
 counte.

Toud. Nous ne poms de dire. mes nous volez¹⁹ auerer quil nad nulle
 adieccioun en²⁰ cel²¹ Bartoun ou les tenemenz sont demandes.

Herui. Et del houre qe vous ne peez de dire si ²²ag(ardoms) *quod*
*nichil capiat per breue.*²²

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 218 verso. Lincolnshire.
 Written by Luding'.

Petrus filius Alani de Dalderby petit versus Martinum Northe de Martone
 sex acras terre et dimidiam vnam acram prati et quartam partem vnus
 bouate terre cum pertinenciis in Martone Et uersus Iuettam atte Kirke de

¹ From *P.* Compared with *R.* ²⁻² Bref abatu *R.* ³ vn *R.* ⁴ *Add:*
 vers vn autre *R.* ⁵ *Add:* sire *R.* ⁶ Nottingham *R.* ⁷ le *R.* ⁸ ount *R.*
⁹ etc. set *R.* ¹⁰ Bartoun *R.* ¹¹ kateu' *R.* ¹²⁻¹² il ny ad (this appears
 as continuation of Scrop's statement) *R.* ¹³⁻¹³ defere *R.* ¹⁴ termine *R.*
¹⁵ *Add:* de *R.* ¹⁶ acerte *R.* ¹⁷ Om. *R.* ¹⁸ dites *R.* ¹⁹ voloms *R.*
²⁰ a *R.* ²¹ tel *R.* ²²⁻²² agarde la court qe vous ne preingez ren par soun (*sic*)
 bref *R.*

vill. Moreover, you must give¹ an addition (with) certain(ty) if you want to abate the writ.

Nevertheless the writ was abated by judgment.

III.

Entry, where the writ was abated because there were three Martons² and the writ did not determine in which Marton the tenements were etc.

A man demanded certain tenements in Marton.

Scrope. This writ goes to the Sheriff of Nottinghamshire and in that county there are three Martons, to wit Marton in Lindsey, and Marton in Kesteven and Marton near Horncastle. And he does not determine in which one of the three Martons his demand is. Judgment of the writ.

Herle. We are willing to aver that there is no addition to (the name of) that Marton where the tenements are demanded.

Scrope. I do not plead on this side³ in order to compel you to (make) that addition, but I plead to the uncertainty of the writ which does not definitely lay the demand in a certain vill.

Malberthorpe. You shall be certified by the view, in which Marton the tenements are.

Denom. I shall not demand the view upon your bad writ.

BEREFORD C.J. You do not deny that there are three Martons in the same county.

Toudeby. We cannot deny (this). But we are willing to aver that there is no addition to (the name of) that Marton where the tenements are demanded.

STANTON J. And since you cannot deny (it) we award that he take nothing by the writ.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 218verso. Lincolnshire.
Written by Luding⁴.

Peter the son of Alan of Dalderby⁴ demands against Martin Northe of Martone six acres of land and half an acre of meadow and one fourth part of one bovat of land with the appurtenances in Marton, and against Ivette

¹ *I.e.* suggest.

² *Cf.* note 1 to Version I (p. 7). We do not correct the mistakes of the French text in this case.

³ 'In this manner.'

⁴ A Master Peter of Dalderby re-

ceived protection with clause *nolumus* for one year in 1316 (*Cal. Pat.* 1313-17, p. 393), and was a canon of St. Mary, Lincoln, in 1321 (*Cal. Close* 1318-23, p. 485). It is not, however, clear that he may be identified with the plaintiff.

Note from the Record—continued.

Martone vnum toftum et vnam acram terre cum pertinenciis in eadem villa Et versus Simonem de Kirkeby de Martone vnam acram terre cum pertinenciis in eadem villa Et uersus Matheum atte Kirke de Martone vnam acram terre cum pertinenciis in eadem villa Et uersus Willelmum Croyser de Thorntone vnum mesuagium viginti et sex acras terre et dimidiam et duas acras prati cum pertinenciis in eadem villa et Thorntone iuxta Horncastre vt Ius et hereditatem suam et in que iidem Martinus Iuetta Simon Matheus et Willelmus non habent ingressum nisi per Alanum filium Hugonis atte Spitel cui Hugo atte Spitel illa dimisit qui inde iniuste et sine iudicio disseisiuit Petrum de Dalderby auum predicti Petri cuius heres ipse est post primam etc.

Et Martinus et alii per attornatum suum ven(iunt) Et dicit (*sic*) quod non debent ei ad hoc breue respondere etc Dic(unt) enim quod in predicto Comitatu Linc(olnie) sunt tres ville quarum quilibet vocatur Martone, videlicet Martone in Lyndesey Martone in Kesteuene et Martone iuxta Horncastre vnde cum predictus Petrus per breue suum petat predicta tenementa in Martone: nec determinat (*sic*) in qua villa de Martone tenementa illa existant, petunt iudicium de breui etc.

Et predictus Petrus non potest hoc dedicere.

Ideo consideratum est quod predicti Martinus et alii inde sine die Et predictus Petrus nichil capiat per breue istud set sit in misericordia etc.

74. RUSSEL v. WOMBESTRONGE.¹I.²

Entree ³porte uers vne Alice ou ele fist defaute apres etc. suruint vne Margerie et pria destre receu pur coe qele dit qe les tenemenz etc. furent grantez a A. et a ceste Margerie qe ore etc. et a les heirs M. ou le demaundant dit qele ne deit estre receu qar si ele soit ouste ele poet auer lassise iugement etc. Et pus le demaundant dit qe les tenemenz etc. ne furent pas lessez a Alice et a Margery iointement prest etc. et alii *econtra*.³

Entre⁴ porte vers Alice Waunt⁵ qi fit defaute apres defaute ou suruint vn Margerie de⁶ Waunt⁵ et dit qele nauoit forsqe a terme de vie etc. et qe le fee et le droit reposa en sa persone et pria destre receu.

¹ Reported by B, C, E, F, G, M, P, R, T, X, Z. This is Vulg. 14. ² From M. Compared with B, F. Headnote from B. ³⁻³ The headnote in F is: Entre la ou les tenemenz furent done a deux femmes et a les heirs lautre et cele qe nauoit forke a terme de vie fut nome soul en le bref et fit defaute apres defaute par qei La autre vient auant iugement et pria de estre receu a defendre etc. ⁴ Bref Dentre B. Un bref dentre F. ⁵ Wombestronge F. ⁶ Om. F.

Note from the Record—*continued*.

Atte Kirke of Marton one toft and one acre of land with the appurtenances in the same vill, and against Simon of Kirkeby of Marton one acre of land with the appurtenances in the same vill, and against Matthew Atte Kirke of Marton one acre of land with the appurtenances in the same vill, and against William Croyser of Thornton one messuage, twenty-six and a half acres of land, and two acres of meadow with the appurtenances in the same vill and (in) Thornton near Horncastle as his right and inheritance into which the said Martin, Ivette, Simon, Matthew, and William have no entry save by (*per*) Alan the son of Hugh Atte Spitel to whom they were leased by Hugh Atte Spitel who unjustly and without judgment had disseised thereof Peter of Dalderby, grandfather of the said Peter, whose heir he is, after the first etc.

And Martin and the others come by their attorney, and they say that they ought not to answer him to this writ etc., for they say that in the said county of Lincolnshire there are three villis each of which is called Marton, to wit, Marton in Lindsey, Marton in Kesteven and Marton near Horncastle; hence since the said Peter by his writ demands the said tenements in Marton and does not determine in which vill of Marton those tenements are, they demand judgment of the writ.

And the said Peter cannot deny this.

Therefore it was considered that the said Martin and the others go hence without day, and that the said Peter take nothing by this writ, but be in mercy etc.

74. RUSSEL¹ *v.* WOMBESTRONGE.

I.

Entry brought against one Alice where she made default after etc.; there intervened one Margery and prayed to be received because she said that the tenements etc. were granted to Alice and to this Margery who now etc. and to the heirs of Margery. The demandant said that she ought not to be received, for if she be ousted she can have the assize, judgment etc. And afterwards the demandant said that the tenements were not leased to Alice and Margery jointly. Ready etc. Issue joined.

Entry brought against Alice Wombestronge who made default after default, where there intervened one Margery Wombestronge and said that (Alice) held but for term of life etc. and that the fee and the right remained in her (own) person. And she prayed to be received.

¹ In 1313 John of London, skinner, barton, and an order was given that and other burgesses of Bristol complained that William Russell, skinner, trades without hindrance (*ibid.* p. 35). and others had broken their houses, William Russell and the others were carried away their goods and assaulted pardoned for their trespasses in this their servants (*Cal. Pat.* 1313-17, p. 134). respect in 1316 (*ibid.* p. 605), and in 1321 Russell received another pardon as adherents of Bartholomew of for trespasses against Richard de la Badelesmere, then Constable of Bristol Marche (*ibid.* 1317-21, p. 579). Castle and Warden of the town and

Scrop. Coment a terme de vie.

Den. Alice et Margerie purchac(erunt) ceux tenements a eux deus et a les heirs M.¹ issint repose le droit en la persone M.¹ etc.

Scrop. Si M.¹ soit ouste ele peut vser lassise ²et puisqe² lestatut ne feut fait qe etc. la ou homme nauoit autre recouerir a la commune ley si les tenements feussent perduz forsqe par bref de droit iugement.³

*Scrop Iustice.*⁴ Ceo sereit graunt duresce de ly mettre a son purchace et de ly mettre hors la ou ele est prest en Court etc.

Scrop. Depuis qe ele est en seisine de frauntenement nous nentendoms mye qe ele est en cas de statute.

*Staunton*⁵ *ad idem.* Si ele feut receu ceo serroit al abatement de nostre bref etc.

Pass. Nous froms⁶ protestacion qe nous ne plederoms point ⁷a abatement de⁷ vostre bref. *Item* vostre mauueys bref ne nous oustera del auantage qe ley nous donne etc.⁸

Berr. Ele⁹ nest mye en cas de reuercion ne de remeyndre qar ele est mesme seisi del fee et del droit et le frauntenement par qei ele nest pas en cas de statute.

Pass. Nous vous dioms qe puis le purchace fait iointement Margerie rendi son estat du frauntenement a Alice a terme de la vie Alice et pris autres tenements en allowance etc. issint qe A. feut tenant du frauntenement enterement iour du bref purchace prest etc.

Scrop. De puis qe vous auiez conu la iointenance en Court qe porte recorde et auez myst auaunt charte qe le tesmoigne iugement si vous atteindrez¹⁰ ore a dire qe ele est soul tenant en contrarie de ceo qe vous auietz primis conu.

Pass. Il porrent ester ensemble qe le purchace se fist iointement et puis¹¹ rendi son estat du frauntenement. E depuis qe nous volloms auerer etc. *vt supra* iugement¹² etc.

Scrop. De puis qe vous auiez conu au primer chiefe la iointenance iugement si vous peussez ore le reuers dire sanz¹³ moustrer especiaute¹⁴ etc.

Berr. Ne vous dit ¹⁵il qe il¹⁵ rendi son estat a A. et ceo tend il dauerer etc.

*Scrop.*¹⁶ Il couient qil se eide par le fait ou de ceo qe lautre est tenant del entier et la reuercion a ly. Il¹⁷ ne se peut mye tenir a

¹ Margerie F. ²⁻² depuis qe F. ³ Add: si vous deuez estre receu F.

⁴ Om. F. ⁵ Stonore F. ⁶ voloms fere vne F. ⁷⁻⁷ a F. ⁸ Add: *Item* de pus qe vous ne poet dedire qe le fee et le dreit nest le nostre etc. et qele nad forke a terme de vie iugement etc. F. ⁹ et ceo F. ¹⁰ auendrez B, F. ¹¹ qe puyt ele B. qe M pus F. ¹² Add: si nous ne deuoms F. ¹³ Add: rien F. ¹⁴ a la court F. ¹⁵⁻¹⁵ ele qele B, F. ¹⁶ Add: ou F. ¹⁷ qar ele B. qar il F.

Scrope. How for term of life?

Denom. Alice and Margery purchased these tenements to them two (selves) and to the heirs of Margery. Thus the right remains in the person of Margery etc.

Scrope. If Margery be ousted, she can use the assize. And since the statute¹ was not made except etc. where one had no other recovery at the common law, if the tenements were lost, save by writ of right, judgment.

SCROPE J. It would be a great hardship to compel her to purchase [another writ] and to eject her, while she is ready in Court etc.

Scrope. Since she is seised of the freehold we do not think that she is in the case of the statute.

*Stonore*² (to the same effect). If she were received that would (go) to the abatement of our writ.

Passeley. We shall make a protestation that we shall not plead to the abatement of your writ. Further, your bad writ will not deprive us of the advantage which the law gives us etc.

BEREFORD C.J. She is (neither) in the case of reversion nor of remainder, for she is seised herself of the fee and of the right and of the freehold. Therefore she is not in the case of the statute.

Passeley. We tell you that since the purchase jointly made Margery rendered her estate of (the) freehold to Alice for (the) term of Alice's life, and took other tenements in exchange etc., so that Alice was tenant of the freehold entirely on the day of the purchase of the writ. Ready etc.

Scrope. Since you acknowledged in a writ of record the joint tenancy, and put forward a charter which witnesses it, judgment whether you can get now to say that she is sole tenant, contrary to what you acknowledged before.

Passeley. It can be true at the same time that the purchase was made jointly and that ³afterwards she³ rendered her estate of (the) freehold. And since we are willing to aver etc. (as above), judgment etc.

Scrope. Since you acknowledged in the first place the joint-tenancy, judgment whether you can now say the reverse without showing specialty etc.

BEREFORD C.J. Does he not tell you that (she) surrendered her estate to Alice? And this he offers to aver etc.

Scrope. He must aid himself (either) by the deed or by the plea that the other is tenant of the whole and the reversion is hers. He

¹ Stat. Westm. II. c. 4.

³⁻³ Supplied from *B.*

² Supplied from *F.* *M* has STANTON J.

ambdeux qe lun est contrariant alaautre et sille¹ veut auerer par le fait depuis qe le fait¹ tesmoigne qil est ioint et issint hors de cas de statut iugement etc.

*H.*² *Scrop.* Il peut estier ensemble qe le purchace feut ioint com la charte tesmoigne et qe puis ly³ rendi son estat del fraunctenement⁴ et pur ceo ⁵dem(ourez) et⁵ vous etc.

*Scrop.*⁶ A² ceo qil⁷ qe ⁸purchac(erunt) iointement⁸ pur maintenir nostre bref nous volloms auerer ⁹qe noun etc.⁹

Pass. De puis qe nous mettoms auant vn fait qe tesmoigne nostre dit vous ne deuez a tiel auerement estre receu.

*Sch.*¹⁰ Fait nest mye desacordaunt¹¹ par qei etc.

Pass. Nous volloms auerer qe le lees se fit¹² solom le purport de la charte.

Et M. troua seute¹³ de les issuis en le meen temps.

¹⁴*Et Ideo* xii etc.¹⁴

II.¹⁵

Entre.

En Bref dentre vers Alice de Wamestre qe fist defaute apres defaute suruynt vne Margerie et dit qe Alice nauoit qe terme de vye le fee et le droit reposaunt en sa persone et pria destre receu etc.

Et fust chace a dire coment et dit qe Alice et Margerie purchacerent a eux et as heirs M.

Scrop. Lestatut donne la receit a eux qi nauoient nul rec(ouerir) par defaute de tenaunt a la commune loy fors par bref de dreit, mes par vostre dit vous auez vostre rec(ouerir) par assise si vous soiez oste par Iugement taile vers Alice. Estre ceo vous nestes pas en cas de reuersion ne de rem(ainder).

Pass. Peus le purchas rendimes le fraunktenement a Alice et prismes autres tenemenz en allowaunce deuant ceo bref porte etc.

Scrop. De peus qil ad conu la ioyntenaunce iugement sil auendra daffermer soul estat de fraunktenement en Alice saunz especialte et a

¹⁻¹ Here the original passage in *B* is scratched out and the following inserted: vous auez mis auant fet qele. ² *Om. F.* ³ le vn *F.* ⁴ *Add:* al autre *F.* ⁵⁻⁵ demourez *B, F.* ⁶ *Stonore F.* ⁷ *Add:* dit *B, F.* ⁸⁻⁸ A. et M. purchaserent les tenemenz ioyntement par la charte qele mette auant est purement a abatre nostre bref qe vust qe le lees se fit tansolement a Alice et *F.* ⁹⁻⁹ le lees estre fet com nostre bref suppose et nemye a les ii *F.* ¹⁰ *Scrop. B, F.* ¹¹ *recorde F.* ¹² *Add:* a les ii *F.* ¹³ seurte *B.* surete *F.* ¹⁴⁻¹⁴ *Om. B.* ¹⁵ From *X.*

cannot hold to both, for the one is contrary to the other. And if he wants to aver it by the deed, since the deed witnesses that she is joint (tenant) and thus outside the case of the statute, judgment etc.

Scrope J. It may be true at the same time that the purchase was joint, as the charter witnesses, and that afterwards she rendered to (the other) her estate of the freehold. And therefore demur, and you etc.

Scrope. As to this that they purchased jointly, (in order) to uphold our writ we will to aver that (they did) not etc.

Passeley. Since we put forward a deed which witnesses our statement, you ought not to be received to such an averment.

*Scrope.*¹ The deed is not discordant² (with our statement), wherefore etc.

Passeley. We will to aver that the lease was made according to the purport of the charter.

And Margery found surety for the issues in the meantime.

And therefore twelve etc.

II.

Entry.

In a writ of entry against Alice Wombestronge who made default after default, there intervened one Margery and said that Alice had but for term of life, the fee and the right remaining in her (own) person, and prayed to be received etc.

And she was driven to say how, and (she) said that Alice and Margery (had) purchased to themselves and to the heirs of Margery.

Scrope. The statute gives (the right to) be received to those who, (in the case of) a default of the tenant, had no recovery at the common law except by writ of right. But according to your statement you have your recovery by assize, if you be ousted by judgment entered against Alice. Apart from that, you are not in the case of reversion or of remainder.

Passeley. Since the purchase we surrendered the freehold to Alice and we took other tenements in exchange, before this writ was brought etc.

Scrope. Since he has acknowledged the joint tenancy, judgment whether, without specialty, he will get to affirming estate sole of

¹ Supplied from *B, F.*

² According to *F*, this should be: 'recorded.'

ceo qil dit qil purchacerent ioyntement prest dauerer qe noun pur nostre bref meyntener.

Pass. Veez si fet qe temoigne la ioyntenaunce Iugement si al auerement deuez auenir et voloms auerer le lees solom le purport de la charte.

Tamen lauerement fust receu sur le iointporchace¹ et M. troua seurte des issues.

III.²

³Prier estre receu, et fut countreplede pur ceo qe cely⁴ pria mist auaunt vne charte la quele testm(oigneit) qil mesme fut seisi del demesne etc. et par⁵ ne fuit il pas en cas de statut qe cely aqe la reuersioun apent seit receu etc.

Nota de la defaute celi qest deinz age et h. xvii f. v.³

William Russel⁶ et Is. sa femme porterent lour bref dentre *in consimili casu* vers Alice. qe fut la fille Roger Wombestrounge Alice vient par atturue. et demaunda la vewe et pus fit defaute. par quei le petit Cape issit al iour de petit Cape returne Alice vient en Court et fut prest ar(espoundre).

Scrop. Vous auez fet defaute apres aparisaunce⁷ sauez vostre defaute.

Pass. Ele est de deins age par quei ele ne⁸ deit sauer la defaute.

Berr. Cely⁹ qest deinz age p(u)t perdre par defaute. par quei dounge ne deit il¹⁰ la defaute sauer.

¹¹ Verite est. par defaute apres defaute. ou il nest point prest arespoundre: mes nous sumes en court prest a respoundre. et mes qe nous vousisoms gager la ley. de noun som(ounce) la court ne suffrit¹² point. qe nous la perornassoms pur la tendresse de nostre age. iugement etc.

Scrop. Nous pernoms ala defaute. tut attrench(e).

A lendemeyn Alice fut demaunde et ne vint pas par qei les demaundauntz prierent seisine de tere. suruint¹³ vn Is. et dist qe Alice nauoit qe frauntenement. ¹⁴en les tenementz qe furent enp(oint) de perdre¹⁴ et la reuercioun fut a li et est venue auaunt iugement rendu et pria destre receu a defendre soun¹⁵ dreit ¹⁶par la defaute Alice.¹⁶

Scrop. Coment apent a uous la reuercioun.

¹ Interlined. *lees* cancelled. ² From *P.* Compared with *R.* ³⁻³ Entre in consimili casu *R.* ⁴ Suppl. qe. ⁵ Suppl. ceo. ⁶ Rossel *R.* ⁷ aparauce *R.*
⁸ Interlined *P.* ⁹ cele *R.* ¹⁰ ele *R.* ¹¹ Add: *Pass. R.* ¹² soffreyt *R.*
¹³ sur ceo vint *R.* ¹⁴⁻¹⁴ etc. *R.* ¹⁵ estat crossed out *P.* ¹⁶⁻¹⁶ etc. *R.*

freehold in Alice. And as to what he says that they purchased jointly, (in order) to uphold our writ (we are) ready to aver they did not.

Passeley. See here the deed which witnesses the joint tenancy. Judgment whether you ought to get to the averment. And we are willing to aver the lease according to the purport of the charter.

Nevertheless the averment was received as to the joint purchase. And Margery found surety for the issues.

III.

Prayer to be received. It was counterpleaded on the ground that she who prayed was putting forward a charter which witnessed that she herself was seised of the demesne etc. and that therefore she was not in the case of the statute (which directs) that he to whom the reversion belongs be received etc.

Note about the default of one who is within age, and (see) Hilary Term, 17 Edw. II., folio 5.

William Russel and Joan his wife brought their writ of entry *in consimili casu* against Alice who was the daughter of Richard Wombe-stronge. Alice came by (her) attorney and demanded the view, and afterwards made default. Therefore the petty *cape* issued. On the day when the petty *cape* was returned Alice came into Court and was ready to answer.

Scrope. You made default after appearance. Excuse your default.

Passeley. She is within age, therefore she need not excuse the default.

BEREFORD C.J. One who is below age may lose by default. Why, then, must she not excuse the default?

*Passeley.*¹ It is true that (one would lose) by default after default, where one is not ready to answer. But we are in Court ready to answer, and even if we wanted to wage the law on non-summons, the Court would not allow us to do it, by reason of the tenderness of our age. Judgment etc.

Scrope. We rely wholly on the default.

On the morrow Alice was called and did not come. Therefore the demandants prayed seisin of the land. Thereupon came² one Margery and said that Alice had nothing but a freehold in the tenements which were on the point of being lost, and that the reversion belonged to herself, and that she had come before judgment was given, and she prayed to be received to defend her right, by the default of Alice.

Scrope. Why should the reversion belong to you?

¹ Supplied from *R*.

² Supplied from *R*. According to *P*, it might be: 'there intervened.'

Pass. mist auaunt vne charte qe voleit qe Roger Wombestrounge lauoit¹ done les tenemenz a Is. et Alice et a les heirs Is.

Scrop. Einz ces houres rienz ne remist forqe le iugement a rendre sur la defaute Alice. le quel iugement Is. targ(e)² ne parmy cel charte qele mist auaunt estre aloingne³ par la resoun qe prier estre receu si est done par statut. aces aques la reuersioun apent apres la mort. celis⁴ tenauntz. qe vnt fet defaute. mes la charte qe uous mettez auaunt prouee m(esme)⁵ qe vous estes⁶ seisi del demesne com defeo et de dreit et de fraunctenement. et issint la reuersioun nient auous regard. et partaunt hors del⁷ estatut. dount nous demaundoms iuggement. si par tiel charte puisse le iugement sur la defaute delayer⁸ qe testmoigne vous mesme estre seisie del demesne.

Ston. ad idem. Homme ne sera mye receu a defendre soun dreit par la partie la ou cele receite sereit en⁹ abatement de le bref. mes sil fut receu etc. le bref abatereit par cele receite qar le bref voit qe Alice nad entre si noun par Roger Wombestrounge etc. et la charte qil mette auaunt voit qe Alice et Is. entrerent iointement par Roger etc. et issint celi entre nient acordaunt a nostre bref et partaunt la receite le abatereit iugement si.

Denoun ad idem. La cause pur quei¹⁰ il prie¹⁰ destre receu si est pur ceo qe soun dreit est cas¹¹ destre perdu et ceo ne¹² point il¹² dire qar si iugement se freit sur la def(aute) del entre si auereit il soun recouerer del ent(re) par assise de nouele disseisine. pur ceo qil est mesme seisi de feo et de dreit et de fraunctenement et par tant son dreit ne sereit mye perdu iugement etc.

Pass. Duresse de ley serreit qe ioe fuse chace allassise et la estre¹³ par voie de accioun ou ieo puce defendre moun dreit par voie de excep-cioun et del heure qe su venuz auant iugement etc.¹⁴ monstr(e) par fet. qe le feo et le dreit demere¹⁵ iugement si etc.

Berr. Mez qe uous vousisiez¹⁶ graunter¹⁷ la reuersioun de mesme les tenemenz par fin et¹⁸ la Court vst conisaunce. del estat¹⁹ de vostre tenaunce¹⁹ la fin ne se leuerait point. E comment qe vous priez destre

¹ auoit R. ² ne deit targer R. ³ delaye etc. R. Follows *prier*
cancelled P. ⁴ les R. ⁵ This follows after *vous* R. ⁶ Follows *celi* qe
cancelled P. ⁷ de cas de R. ⁸ targer R. ⁹ Om. R. ¹⁰⁻¹⁰ *prier* R.
¹¹ enp(oint) R. ¹²⁻¹² peut ele R. ¹³ Add: partie R. ¹⁴ r(end)u et R.
¹⁵ moy demurt R. ¹⁶ vsset R. ¹⁷ graunte R. ¹⁸ Om. R. ¹⁹⁻¹⁹ etc. R.

Passeley put forward a charter which set out that Richard Wombestronge had given the tenements to Margery and Alice and to the heirs of Margery.

Scrope. Before now there only remained judgment to be given upon the default of Alice, and that judgment Margery ¹ought not to delay,¹ nor should it be delayed by this charter which she puts forward. For the prayer to be received is given by statute to those to whom the reversion belongs after the death of the² tenants who made default. But the charter itself which you put forward proves that you are seised of the demesne as of fee and of right and of freehold, and thus the reversion does not belong to you. And therefore you are out of the case of the statute. Therefore we demand judgment whether you can delay the judgment upon the default, by a charter like this, which witnesses that you yourself are seised of the demesne.

Stonore (to the same purpose). One will not be received by the party to defend one's right, where that reception would be in abatement of the writ. If she were received nevertheless, the writ would be abated by that reception, for the writ says that Alice has no entry save by Richard Wombestronge etc., and the charter which he puts forward says that Alice and Margery entered jointly by Richard etc., and thus that entry is not in agreement with our writ. And forasmuch as the reception would abate it, judgment whether (etc.).

Denom (to the same purpose). The reason why he prays to be received is because his right is on ²the point² of being lost. But they cannot say this.³ For if a judgment concerning the entry were given, upon the default, he would have his recovery of the entry by (an) assize of novel disseisin, because he himself is seised of fee and of right and of freehold and therefore his right would not be lost. Judgment etc.

Passeley. It would be hardship of the law if I were driven to (bring) the assize and to be a² party² there by way of action, while I could defend my right by way of exception. And since I came before judgment etc., and am showing by the (deed) that the fee and the right remain ²with me,² judgment whether etc.

BEREFORD C.J. Even if you wanted to grant by fine the reversion of the same tenements, (if) the Court had knowledge of the nature of your tenancy, the fine would not be levied. And although you pray

¹⁻¹ Supplied from *R*. The scribe of *P* apparently misunderstood the connection.

² Supplied from *R*.

³ Namely, that the right would be lost.

receu etc. par vertue destatut. receu ne poez estre del houre qe vous nestes pas hors de la tere einz estes seisi par quei a celi qe est seisi ne p(u)t la reuersioun de mesme la tere estre regardaunt.

Pass. Dounqe dioms nous qe mesme ceci Is. lessa son estat de fraunctenement a Alice. pur certeinz tenemenz qele resut. de Alice com en eschaunge issint qe Alice est soul tenaunte de fraunctenement et nous riens nauoms si noun feo et dreit de la reuersioun prest etc. et prioms destre receu etc.

Scrop. Sire acel auerement ne deit il auëner qe vous veez bien comment il mist auant vn charte de iointfeoff(ement). la quele testm(oigne) Alice et Is. estre seisis del fraunctenement a la quele charte il sei ad tenu pur son estat meyntenir et ore vient et alegge. vn composicioun¹ fete parentre Alice et ly des tenemenz donez. en eschaunge a Iss. pur le fraunctenement Is. dount Alice et Is. furent ioint tenaunts. solom la purport de la primere charte. en supposaunt par my leschaunche qe le fraunctenement fuit voide et se ²deuesti de² la persone Is. et ³est soul demuraunt³ en la persone Alice. et de ceo ne mustre nul especialte qe la composicioun testmoigne ne qe desproue sa charte qe testmoigne le contrarie de soun dist scilicet qil sount⁴ ioint tenaunts. iugement sil pusce de soun primer plee etc. a nul autre resortir.

Pass. Nous voloms auerer leseschaunges.⁵ si nous le volez. dedire.

Scrop. Si vn estraunge purchasour de vne reuersioun prie destre receu a defendre soun dreit. etc. il⁶ ly couent mustrer especialte qe proue la reuersioun aly⁷ estre regardaunz. etc. auxi *hic* del houre qe uous estus purchasour. del⁸ demesne a ceo qe uous mesme auez. conu et ne mustrez nul especialte. qe proue la reuersioun estre a uous regardaunte. iugement etc.

Pass. Si tenant a terme de vie de moun lees face defaute etc. ieo serei bien receu saunz etc.

Scrop. Nest mye semblable et vnqore il trouera seurete ⁹de attendre⁹ lenqueste. mes vous nauez mye pleide ¹⁰cele couste.¹⁰ einz auez pleide sur especialte. qe ne vous eide point *racione predicta*.

Pass. Nous sumes prest de trouver seurete de attendre lenqueste qe Alice est soul tenant.

¹ concepcioun R. ²⁻² vesti en R. ³⁻³ soulement demurt R. ⁴ iount R.
⁵ le esch(e)t(e) R. ⁶ Et R. ⁷ et ly R. ⁸ Om. R. ⁹⁻⁹ dentengr(e) R.
¹⁰⁻¹⁰ a ceste R.

to be received etc. by virtue of the statute, you cannot be received since you are not 'out' of the land, but are seised (thereof). Hence to him who is seised (of land) the reversion of the same land cannot belong.

Passeley. Then we say that this same Margery leased her estate of freehold to Alice, for certain tenements which she received from Alice, by way of exchange, so that Alice is sole tenant of the freehold and we have nothing except fee and right of the reversion. Ready etc., and we pray to be received etc.

Scrope. Sir, he ought not to get to that averment, for you see well that he put forward a charter of joint feoffment, which witnesses that Alice and Margery are seised of the freehold. On that charter he relied to maintain her estate, and now he comes and alleges an arrangement made between Alice and Margery, as to tenements given to Margery in exchange for Margery's freehold, whereof Alice and Margery were joint tenants according to the purport of the first charter. Thus they suppose that by the exchange the freehold was avoided, and Margery was divested of it, and that it remains solely¹ in the person of Alice. And as to this he shows no specialty which witnesses the arrangement or which disproves the charter, (while) the charter witnesses the reverse of his statement, namely, that they are joint tenants. Judgment whether from his former plea etc. he can resort to any other.

Passeley. We will aver the exchanges if you want to deny them.

Scrope. If a strange purchaser of a reversion prays to be received to defend his right etc., he must show specialty which would prove that the reversion belongs to him etc. The same (is true) here since you are purchaser of the demesne according to what you have acknowledged yourself. And you show no specialty which would prove that the reversion belongs to you. Judgment etc.

Passeley. If (one who is) a tenant for term of life by my lease makes default etc., I shall certainly be received without etc.

Scrope. That is not (a) similar (case), and even so he would have to find sureties to await² the inquest. But you have not pleaded that way, but you have pleaded upon specialty which does not help you for the said reason.

Passeley. We are ready to find suret(ies)² pending the inquest whether Alice is sole tenant.

¹ Supplied from *R.*

In the meantime the demandant must

² *I.e.* sureties for the issues until 'wait,' while if there had been no intervention he would have recovered the facts are as stated by the intervener. tenements forthwith.

Scrop. Pur eiser la court si dioms nous qe Alice auoit soul estat de feo et de dreit et de fraunctenement par le feoffement Roger Wombestrounge.¹ sanz ceo qe Is. riens y auoit prest etc.

Et alii econtra.

Inquisicio.

¹Ideo etc.¹

IV.²

Entre par forme de statut de Gloucestre *in consimili casu prouis(i)* ou y ly auoit vn prier destre receu countreplede pur ceo qe celi qe pria ne fut pas en cas destatut et uncore la reuersioun fut a ly et fut la cause pur ceo qil mesme auoit fraunctenement et fut enherit(e) de mesme les tenemenz.

Nota qe le nounage de vn Enfaunt qest partie au bref. nest pas cause a defere ou a sauer la defaute apres apparaunce.

Vn Ion porta soun bref dentre de vers vne Alice la fille Ric(hard) Womestrange et demaunda vn Mees en B. en le quel ele nauoit entre si noun par le auantdit Ric(hard). a qi vn soun ayel qi heir il est ceo lessa a terme de la vye Ric(hard). et le quel aleuaunt dit Ion reuertir deyt par reson dil alienacioun qe lauaunt dit Ric(hard) enfyt de ceo al auaunt dit Alice en fee par la forme destatut *in consimili casu prouisi* tant suyst qe Alice fyt defaute apres apparaunce. par qei issit le petit cape. a ior returne. Alice vynt a la bare.

Scrop rehersa le proces. et pria seisine de tere par la defaute qe Alice auoyt fet apres apparaunce.

Pass. Vous auet icy Alice. qest deinz age. et vous dit. qe vous ne poet a nul defaute tenir. et prie qe vous pledet oue ly.

Scrop. Si vous ne volet autre chose dire a sauer la defaute. nous prioms seisine de tere.

Et pur ceo qe *Pass.* entendy. qele ne pout pas sauer la defaute apres apparaunce. par tant qele fut deinz age. y vynt lendemeyn et fyt demaunder Alice. ele ne vynt pas.

Par qei

Scrop pria seisine de tere.

Pass. Vous auet icy Margerie seore Alice qe vous dit. qe Alice nad ren en ceus tenemenz si noun fraunctenement. a terme de vie et dit qe le fee et le dreit repose en sa persone. et est venu deuaunt iugement rendu. et pryre estre receu a defendre son dreit. et veiet icy la charte qe ceo testm(oigne).

Et voleit la charte qun Ric(hard) Womestrange auoit done a Alice et a Margerie. et a les heirz M.

¹ Om. R.

² From G.

Scrope. To assist the Court we say that Alice had sole estate of fee and of right and of freehold by the feoffment of Richard Wombestronge, so that Margery had nothing there. Ready etc.

Issue joined.

Therefore etc.

Inquest.

IV.

Entry by form of the Statute of Gloucester, provided *in consimili casu*. A prayer to be received was counterpleaded because she that prayed was not in the case of the statute. Yet the reversion belonged to her. The reason was that she herself had freehold, and had inherited the same tenements.

Note that the non-age of an infant who is a party to the writ will not of itself make of non-effect or excuse the default after appearance.

One William brought his writ of entry against one Alice the daughter of Richard Wombestronge and demanded a messuage in Bristol, into which she had no entry save by the aforesaid Richard to whom his grandfather whose heir he is (had) leased this for the term of the life of Richard, and which, by reason of the alienation which the said Richard had made in fee to the aforesaid Alice, ought to revert to the said William. By form of the statute *in consimili casu provisi* he sued until Alice made default after appearance. Therefore the petty *cape* issued. On the day (of its) return Alice came to the bar.

Scrope rehearsed the process, and prayed seisin of the land by the default that Alice had made after appearance.

Passeley. You have here Alice who is within age, and she tells you that you cannot take advantage of her default, and she prays that you plead with her.

Scrope. If you do not want to say anything else (in order) to save the default, we pray seisin of the land.

And because *Passeley* understood that she could not save the default after appearance by the fact that she was below age, he came there on the morrow and caused Alice to be called. She did not come.

Therefore

Scrope prayed seisin of the land.

Passeley. You have here Margery, Alice's sister, who tells you that Alice has nothing in these tenements save freehold for term of life, and (Margery) says that the fee and the right remain in her person. And she has come before judgment given, and prays to be received to defend her right. And see here the charter which witnesses this.

And the charter contained that one Richard Wombestronge had given (the tenement) to Alice and to Margery and to Margery's heirs.

Scrop. Si vous fusset receu par ceste charte. ceo seroit en abatement de nostre bref. et a ceo ne deuert auenir. Et dautrepart. vous nestes pas en cas de statut. qe statut parle qant femme tenant en douwere ou tenaunt par la ley dengleterre. ou a terme de vye face defaute qe cely a qi la reuersion apent sil vyngne auaunt iugement rendu seit receu. mes ore nestes vous my encas de reuersion qe la charte qe vous mettet auaunt veet qe vous estes ioynt feffe oue A. iugement si vous deuert estre receu.

Scrop iust(ice). Seit M. en le reuerti ou en le remeyndre. et le fee et le dreit demurt en sa persone. et ele veit qele est aperdre par la defaute. cely qe nad qe frauntenement. et prie estre receu. ele sera receu.

Berr. Ele nest pas en cas de remeyndre ne de reuersioun. car ele mette auant charte qe testmoigne qele ad frauntenement ioynt oue Alice. et enherit(e) par f(eof)fement.

Ston. ad idem. Ele mette auaunt charte qe testmoigne qele est tenaunte de frauntenement. etc. ou ele ne sera my receu a defendre sa tenaunce si ele ne fut partie au bref. Estre ceo tut fut ele oste ele aueroit lass(is)e. par qei ele nest pas en meschef. cum sunt ceus qe su(n)t r(eceus) par statut.

Scrop ad idem. Ieo pose qe M. voleit graunter la reuersioun de la tenaunce Alice. en ceo cas seroit ele suffert si la curt fut acerte dil de(mes)ne. *quasi diceret non.*

Pass. Nous sumes enherites et le dreit est en nostre persone. le quel est en poynt de perdre par la defaute Alice. qe nad qe fraunctenement. par qei nous prioms estre receu a defendre nostre dreit. et ne my au bref abatr(e).

Ston. Vous ne poet estre receu si vous ne abatet le bref. qe vous auet mustre. qe vous estes tenaunt de frauntenement ioynt.

Ber. ad idem. Si Margerie fut a saccioun ele ne porra demaunder forge de sa seisine demesne par qei ele nest my en le cas. cum sunt ceus qe sunt r(eceus) par statut.

Pass. Sire nous vous dioms qe Margerie graunta soun estat a Alice: issi qe M. nad ren en le frauntenement qaunt a ore et la reuersioun est a Margerie par qei ele est en cas destre receu.

Scrope. If you were received by this charter, that would be in abatement of our writ. And to that you cannot get. And on the other hand you are not in the case of the statute, for the statute says that when a woman holding in dower or a tenant by the law¹ of England or for term of life, makes default, he to whom the reversion belongs shall be received if he come before judgment given. But you are not in the case of reversion, for the charter which you put forward says that you are joint feoffee with Alice. Judgment whether you ought to be received.

SCROPE J. Whether Margery be in the case of reversion or of remainder, the fee ²as well as² the right rests in her person, and she sees that she is to lose by the default of one who has only freehold, and she prays to be received. (Therefore³) she will be received.

BEREFORD C.J. She is not in the case of remainder or of reversion, for she puts forward a charter which witnesses that she has freehold jointly with Alice, and inherited by feoffment.

Stonore (to the same purpose). She puts forward a charter which witnesses that she is tenant of the freehold etc., in which case she will not be received to defend her right unless she was a party to the writ. Moreover, albeit that she were ousted she would have the assize. Therefore she is in no danger of suffering hardship as those must be who are received under the statute.

Scrope (to the same purpose). I put (the case) that Margery wanted to grant the reversion of Alice's tenancy, would she in that case be allowed (to do so) if the Court were certified as to the demesne? (He implied that she would not.)

Passeley. We have inherited and the right is in our person, and is in danger of being lost by the default of Alice who has only freehold. Therefore we pray to be received to defend our right and not to abate the writ.

Scrope. You cannot be received if you do not abate the writ, for you have shown that you are joint tenant of (the) freehold.

BEREFORD C.J. (to the same purpose). If Margery were bringing action herself she could demand only on her own seisin. Therefore her case is not like that of those who are received under the statute.

Passeley. Sir, we tell you that Margery granted her estate to Alice, so that Margery has nothing in the freehold for the present, and the reversion belongs to Margery. Therefore she is in a case (in which she ought) to be received.

¹ I.e. by the curtesy of England.

²⁻³ The *et—et* may be a mistake for *si—et*.

³ Unless the suggestion in note ²⁻² be true, this addition seems to be necessary.

Ston. Qei auet de ceo etc.

Pass. Pret etc.

Mes pur ceo qe *Ston.* aperceust: qe sil vst prys cele voie de pleder il vst abatu soun bref demesne. qe sil vst dit qe M. nauoit my baille soun estat a Alice cum dit *Pass.* dunqe il vst graunte enteysaunt qe M. vst este seisi de frauntenement taunt auant cum Alice: la ou soun bref supposa le reuers. Et pur ceo dit .A.¹ qe le purchaz se fit tantseulement a Alice.

Et alii eontra.

V.²

Entre ³*contra formam statuti*: vn pria destre receu etc.³

En lez queux ⁴il nad⁴ entre si non par ⁵Ric. Wombstronge⁵ a qi le pere le demaundaunt lessa a terme de vie et le quel apres lalienacioun fet en fee etc. *contra formam statuti* etc.

Alice fit defaute apres apparanz. al iour del petit Cape retourne ⁶ele dit qe ele⁶ fut deynz age par qei la defaute ne la dust nuyre ne la partie a ceo ne put prendre.

Et ⁷par agarde⁷ de court fut agarde de pleyne age. et len demesne fut demaunde et ele ne vynt pas.

Pass. Veyez cy: vne Margerie ⁸en qi⁸ le fee et le dreit demurt⁹ issy qe A. nad renz qe franc tenement nauoit le iour du bref purchace et la reuersioun est a ly et prie de estre receu.

Scrop. Qei auez de ceo.

Denom mist auant vne charte qe R. Wombstronge dona lez tenemenz a Alice et a Margerie et a lez heirs .M. etc.

Scrop. Ele ne deit estre receu etc. si ele ne seit en cas de statut et lestatut vous dit qe *tenentes in dotem per legem Anglie*¹⁰ *ad terminum vite uel in feodum talliatum*¹¹ *admittantur heredes aut illi ad quos spectat*¹² *reuersio.* mes Margerie¹² nest pas cely a qi est la reuersioun et ceo proue le fet. ¹³Et dautrepart¹³ si ele fut receu: nostre bref se abatereit, qe le fet proue qe ele est ioynnt purchasour.

Pass. Nous prioms cum cely en qi le fee et le dreit repos. *et dixit feoff(amentum) vt supra.* et pus nous grantames le franc tenement a Alice a tute sa vie sauue ¹⁴anous le fee et le dreit pur vn mes(e)¹⁴ qe ele

¹ This may be the copyist's mistake for *il*.

² From *C*. Compared with *T*.

³⁻³ *Om. T.* ⁴⁻⁴ Alice ne W ne vnt *T*. ⁵⁻⁵ W. *T*. ⁶⁻⁶ vint et dit qil *T*.

⁷⁻⁷ par aspeycion *T*. ⁸⁻⁸ et dit qe *T*. ⁹ *Add*: en sa persone *T*. ¹⁰ *Add*:

uel *T*. ¹¹ *Add*: fecerit defaultam *T*. ¹²⁻¹² etc. ne Margerie ne Alice etc. *T*.

¹³⁻¹³ etc. *Cant. T*. ¹⁴⁻¹⁴ et le dreit et vii mares *T*.

Stonore. What (evidence) have you of that ? etc.

Passeley. Ready etc.

But because *Stonore* perceived that if he took that way of pleading he would abate his own writ (for if he said that Margery had not bailed her estate to Alice as *Passeley* said, he would tacitly grant that Margery was seised of the freehold as much as Alice, while his writ supposed the reverse), he said that the purchase was made to Alice alone.

Issue joined.

V.

Entry against the form of the statute. One prayed to be received etc.

‘ Into which she has no entry save by Richard Wombestronge to whom the demandant’s father leased for term of life and which after the alienation made in fee etc. against the form of the statute etc.’

Alice made default after appearance. On the day when the petty *cape* was returned she said that she was within age, wherefore the default ought not to prejudice her, nor could the party betake himself to (the default).

And by judgment of the Court (she) was adjudged (to be) of full age. And on the morrow she was called and did not come.

Passeley. See here one Margery in whom is the fee and the right, so that Alice has nothing save freehold, and had (nothing else) on the day of the purchase of the writ. And the reversion belongs to Margery and she prays to be received.

Scrope. What have you (in evidence) of this ?

Denom put forward a charter that Richard Wombestronge had given the tenements to Alice and to Margery and to the heirs of Margery etc.

Scrope. She ought not to be received etc. unless she be in the case of the statute, and the statute tells you that (if) ‘ tenants in dower, by the law of England, for term of life or in fee-tail, ¹shall have made default,¹ there shall be admitted the heirs or those to whom the reversion belongs.’ But Margery is not the one to whom the reversion belongs, and this is proved by the deed. And, on the other hand, if she were received, our writ would be abated, for the deed proves that she is a joint-purchaser.

Passeley. We pray as one in whom the fee and the right rest. (And he stated the feoffment as above,) and afterwards we granted the freehold to Alice for her whole life, saving to us the fee and the

¹⁻¹ Supplied from *T*.

nous dona en eschange. issi qe Alice fut seisi enterement du franc tenement iour ¹du bref purchace¹ et issi est la reuersioun a nous etc. et nous nabateroms pas vostre bref. eynz r(espondroms) en chefe.

Scrop. Pur qange vous auez vncor dit : vous abaterez nostre bref si vous seiez receu, et ceo par ii. resounes. *vne* : qe la ou nostre bref veot qe R. aliena a Alice : la veot vostre charte a A. et a M. *Lautre* qe la ou nostre bref veot qe R. aliena a A. en fee : la veot vostre charte qe il aliena a M. en fee et issi est vostre charte qe vous vsez pur proue contrariant a nostre bref.

Berr. M. ad assez afferme en sa persone fee. et en la persone Alice franc tenement volez autre chose dire.

Scrop. Qe R. aliena a Alice soul en fee et nent a M. prest etc.

Et alii econtra.

VI.²

Nota.

Nota qe la ou vn bref fu porte vers vn tenaunt qi fist defaute apres defaute et vint vn A et dist qele fu tenaunte ioynt od luy et pria destre receu a defendre son fraunc tenement et mist auaunt fet qe cel tesmoigna et pur ceo qe le fet supposeit qele fu tenaunte fu agarde qele ne fu pas receu qe si ele vst estee receu ele abatreit le bref. et puis dit ele qele auoit relese et quitclame en sa seisine tot son droit issi qele fu. soule tenaunte et pria etc. et les Iustices furent en opinioun qe ele sereit receu.

VII.³

Entre sur statut.

Vn bref dentre fust porte en les queux A. nad entre si noun par I. qe ceux tient a terme de vie de lees le demandant et les queux apres lalienacion etc.

A. fist defaute apres apparaunce etc.

Al iour del petit *Cape* retourne ele vynt et le demandant prist ala defaute p(er)dr(e) par defaute apres apparaunce *eo* qele ad iour par la Court etc.

¹⁻¹ etc et *hodie* etc. *T.*

² From *E.*

³ From *Z.*

right, for a messuage which she gave to us in exchange. Thus Alice was seised wholly of the freehold on the day of the purchase of the writ, and thus the reversion belongs to us etc. And we shall not abate your writ but shall answer on the main (question).

Scrope. For all that you have yet said, you will abate our writ if you be received, and this for two reasons. One is, that our writ says that Richard alienated to Alice, while your charter says (that he alienated) to Alice and to Margery. The other is, that while our writ says that Richard alienated to Alice in fee, your charter says that he alienated to Margery in fee. And thus your charter, which you use as evidence, is in disagreement with our writ.

BEREFORD C.J. Margery has sufficiently affirmed the fee in her person, and the freehold in the person of Alice. Do you want to say anything else?

Scrope. Ready etc. that Richard alienated to Alice sole in fee, and not to Margery.

Issue joined.

VI.

Note.

Note that where a writ was brought against a tenant who made default after default, there came one Margery and said that she was tenant jointly with her (who made default), and prayed to be received to defend her freehold, and put forward a deed which witnessed this. And because the deed supposed that she was tenant, it was ruled that she should not be received, for if she were received she would abate the writ. And afterwards she said that she had released and quitclaimed, (during) her seisin, all her right, so that she (who made default) was sole tenant. And she prayed etc. And the justices were of opinion that she would be received.

VII.

Entry (founded) on the statute.

A writ of entry was brought, 'into which Alice has no entry save by Richard who held them for term of life by lease of the demandant and which after the alienation etc.'

Alice made default after appearance etc.

On the day when the petty *cape* was returned she came and the demandant betook himself to the default (wishing her) to lose by default after appearance because she has a day by the Court etc.

Et puis ele fust demande lendemeyn et ne vynt pas et suruynt vn et pria destre receu et dist qe I. les tenementz dona a A. qad fet defaute et a cesti et a les heirs cesti issint nauoit ele etc.

Et le demandant dit qele ne poet estre receu par commune ley etc ne par statut voet (*sic*) qe ceux a queux la reuersion appent etc. et il est tenant de franctenement ioynnt oue A. come il mesme suppose par qei la reuersion nest pas alui *eo* qil mesme ad franctenement et auxi nostre bref abatereit sil fust receu *eo* qil dit qil est ioynnt en le franctenement oue A. et aux nostre bref suppose lalienacion estre fait a A. en fee et il dist qa terme de vie par qei il est purementes a contrarie de nostre bref.

Et *Berr.* dist qil auoit assez afferme fee et droit en sa persone et fraunctenement en la persone A. par qei etc.

Puis le demandant dist qe I. aliena a A. soul en fee prest etc.

Et alii a A. et alui com il auoit dist prest etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 143 recto. Gloucestershire.
Written by Luding'.

Willelmus Russel et Iohanna vxor eius per attornatum ipsius Iohanne optulerunt se iiij die uersus Aliciam filiam Ricardi Wombestronge de Bristollia de placito vnus mesuagii cum pertinenciis in suburbio Bristoll(ie) quod clamant vt Ius ipsius Iohanne etc. Et ipse (*sic*) non venit Et alias fecit defaultam scilicet in octabis sancte Trinitatis proximo preter(itis). postquam comparuit in Curia etc. Ita quod tunc preceptum fuit vicecomiti quod caperet predictum mesuagium in manum domini Regis Et quod summoneat eam quod esset hic ad hunc diem scilicet in crastino animarum Et vicecomes mandauit capeionem etc Et quod summonuit etc.

Et super hoc venit quedam Margeria filia Ricardi Wombestronge Et dicit quod predicta tenementa sunt Ius suum etc Dicit enim quod mesuagium illud aliquando fuit cuiusdam Ricardi Wombestronge que (*sic*) de seisina sua inde feoffauit ipsam Margeriam et predictam Aliciam que modo fecit defaultam Tenend(o) ipsis Margerie et Alicie et heredibus ipsius Margerie etc per cartam ipsius Ricardi quam profert et que hoc testatur etc. vnde dicit quod ius et feodum predicti Mesuagii est ipsius Margerie Et petit quod ipsa admittatur ad ius suum defendendum etc.

Et Willelmus et Iohanna dicunt quod predicta Margeria ad defensionem etc. admitti non debet in hac parte Dicunt enim quod ipsi tulerunt breue suum uersus ipsam Aliciam de predicto mesuagio etc. In quod eadem

And afterwards, on the morrow, she was called and did not come. And there intervened one and prayed to be received and said that Richard gave the tenements to Alice who has made default and to herself and to her heirs, so that Alice did not have etc.

And the demandant said that she could not be received at common law etc., nor by statute, (because the statute) says that those to whom the reversion belongs etc., and she is tenant of the freehold jointly with Alice as she herself supposes, therefore the reversion does not belong to her because she herself has freehold; and thus our writ would be abated if she were received because she says that she is jointly seised of the freehold with Alice, and (also) our writ supposes that the alienation to Alice was made in fee and he says for term of life. Therefore what he says is in plain contradiction of our writ.

And BEREฟอร์ด C.J. said that she had sufficiently affirmed fee and right in her own person and freehold in the person of Alice, wherefore etc.

Afterwards the demandant said that Richard had alienated to Alice sole in fee. Ready etc.

And the others (said) to Alice and to Margery as she had said. Ready etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 143 recto. Gloucestershire.
Written by Luding'.

William Russel and Joan his wife by the attorney of the said Joan presented themselves on the fourth day against Alice, the daughter of Richard Wombestronge of Bristol, in a plea for one messuage with the appurtenances in the suburb of Bristol, which they claim as the right of the said Joan etc. And Alice has not come, and before now she made default, to wit, on the octaves of Holy Trinity last past, after she had appeared in Court etc. So that at that time the sheriff was commanded that he take the said messuage into the hand of our Lord the King, and that he summon her to be here on this day, to wit, on the morrow of All Souls. And the sheriff has sent word as to the taking etc., and that he summoned etc.

And thereupon comes one Margery the daughter of Richard Wombestronge, and says that the said tenements are her right etc., for she says that the messuage at one time belonged to Richard Wombestronge who in his seisin thereof enfeoffed her, Margery, and the said Alice who now makes default, to hold to the said Margery and Alice and to the heirs of this Margery etc., by a charter of the said Richard which she puts forward and which witnesses this etc., and as to this matter she says that the right and the fee of the said messuage belong to the said Margery, and she prays that she be admitted to defend her right etc.

And William and Joan say that the said Margery ought not to be admitted to defend etc., in this matter, for they say that they brought their writ against the said Alice for the said messuage etc., 'into which the said Alice

Note from the Record—continued.

Alicia non habet ingressum nisi per Ricardum de Wombestronge (*sic*) cui predicti Willelmus et Iohanna illud dimiserunt ad vitam ipsius Ricardi, et quod post dimissionem per ipsum Ricardum prefate Alicie inde factum in feodo : ad prefatos Willelmum et Iohannam reuerti debent per formam statuti in consimili casu prouisi etc vnde dicunt quod predicta Alicia sola intrauit in predicto mesuagio per predictum Ricardum Womstronge sicut iidem Willelmus et Iohanna per breue suum supponunt et non coniunctim cum predicta Margeria per predictam Cartam sicut eadem Margeria dicit Et de hoc ponunt se super patriam.

Et Margeria similiter.

Ideo preceptum est vicecomiti quod venire faciat hic a die Pasche in xv dies xii etc per quos etc Et qui nec etc Quia tam etc.

Et super hoc Walterus de Einemere Walterus de Cumptone Iohannes de Chiltone et Iohannes Payn de Comitatu Somers. manuceperunt pro predicta Margeria respondendi de exitibus etc. medii temporis si contingat predictam Iuratam contra ipsam Margeriam transsi(re) etc.

75. STOKE v. DOYBY.¹I.²

³Entre sour disseisine *ubi felonia obiecta fuit*.³

Ric(hard)⁴ le fiz Iohan⁵ de Sock(e)⁶ demanda⁷ vn⁸ mees et vn charue de terre en S. vers ⁹I.¹⁰ Deyk¹¹ et Alice sa femme⁹ de ques il deisseisi¹² Iohan de Sock(e)⁶ pere R.⁴ qi heir il est.

Herle. Vous ne poet rien demander de la seisine I. de S.⁶ qe mesme cesti I.¹³ exsit¹⁴ vn Wauter Wythehose¹⁵ en la vile de Clyue¹⁶ en le Countee de North(ampton)¹⁷ par qei il fut pris et amene al chastel de N.¹⁸ et illoeques enprisone et ¹⁹il cel¹⁹ prisone debrusa felonousement²⁰ et eschapa et enfuaunt fut²⁰ descole et cele felonie presente en Eire²¹

¹ Reported by C, E, F, M, P, R, T, X, Z. ² From P. Compared with C, M, T. ³⁻³ Entre sur disseisine vbi felonia obicitur verificanda per rotulos C. Entre ou il f(ut) enprisone et deb(rusa) etc et feut descole enfuiant et ceo presente en Eyrre (par) Coroner et son fitz (porta) bref M. No headnote in T. ⁴ Roger M. ⁵ Ion C. ⁶ Stok(e) C, T. Stokes M. ⁷ porta son bref uers Iohan Euly et Alice sa femme T. ⁸ dun T. ⁹⁻⁹ entre sur la disseisine T. ¹⁰ Ioh(an) M. ¹¹ Doyke C. de Key M. ¹² disseisirent C. ¹³ Iohan T. ¹⁴ occist C, T. oscit M. ¹⁵ Wychos C. Wetfeld M. de Wateleys T. ¹⁶ Clyn C. Holm M, C, T. ¹⁷ Nortfolk M. ¹⁸ Northampton C, T: Nortfolk M. ¹⁹⁻¹⁹ cel M: del T. ²⁰ felonousement et feut atteint et M. et eschapa felonousement et endefuaunt fut atteint et T. ²¹ Add: de Nortf: M.

Note from the Record—*continued*.

has no entry save by Richard of Wombestronge to whom the said William and Joan leased it for the life of the said Richard, and which after the lease thereof made in fee by the said Richard to the said Alice, ought to revert to the said William and Joan by the form of the statute provided in a similar case etc., wherefore they say that the said Alice had sole entry in the said messuage by the said Richard Wombestronge as the said William and Alice suppose by their writ, and not jointly with the said Margery by the said charter as the said Margery says. And as to this they put themselves upon the country.

And Margery likewise.

Therefore the sheriff was commanded that he cause to come here on the quindene of Easter twelve etc. by whom etc. and who are neither etc. Because both etc.

And thereupon Walter of Einemere, Walter of Cumptone, John of Chiltone and John Payn from the county of Somerset became mainpernors (sureties) for the said Margery to answer for the issues etc. of the mean time if it should happen that the said jury should find against the said Margery etc.

75. STOKE *v.* DOYBY.

I.

Entry upon disseisin where a felony was objected.¹

Robert the son of John of Stoke² demanded against John Doyby and Alice his wife one messuage and one carucate of land in Southwick³ of which they (had) disseised John of Stoke father of Robert whose heir he is.

Herle. You cannot demand anything on the seisin of John of Stoke for that same John killed one Gilbert Whitehose in the vill of Clyve⁴ in the county of Northampton, wherefore he was taken and brought to the castle of Northampton, and there imprisoned. And that prison he feloniously broke, and escaped, and in fleeing was beheaded. And

¹ The headnote in *C* contains the addition: . . . and was to be averred by the rolls. The headnote in *M* runs: Entry where he was imprisoned and broke etc. and was beheaded while fleeing, and this was presented in eyre by the coroner, and his son brought a writ.

² A Robert de Stoke was employed on various commissions of oyer and terminer and gaol delivery in the counties of Warwick, Leicester and Northampton (*Cal. Pat. and Close* 1318-24, *passim*), as keeper of manors

in Oxfordshire (*Cal. Pat.* 1321-24, p. 180) and in connection with the lands of rebels in Oxfordshire, Bedfordshire and Buckinghamshire (*ibid.* p. 161), but there is no evidence that he may be identified with the plaintiff. An inquisition was made at Clive in 1252 'by Robert de Stoke, knight, and eleven others, men of the hundred of Wilibrooc' (*Cal. inq. p.m.* Misc. i. 55).

³ In the Hundred of Willybrook.

⁴ Kingscliffe in Willybrook Hundred (*Cal. inq. p.m.* ii. 220, vi. 186, Misc. i. 55).

deuaunt¹ ²I. de vaus² et ses compaignons certeyn iour an et lieu par les Coroners de mesme le Countee et par ³les xii³ et⁴ cel present(ement) ⁵entre en roule des Iustices et sil voilent de⁶ dire⁷ prest delauerer par record etc.

Toud. Si vous volet vsr ⁸ceste excepcion⁸ com⁹ bar il¹⁰ couynt¹¹ dire qil fust ateynt par Iugg(ement) et ceo ne dit il¹² pas iugement. ¹³Estre ceo excepcion de felonie ne sera pas trie par auerement du pais qar il chet en record et ceo ne mostrez pas iuggement sil par taunt nous pust de accioun barrer.

Herle. Nest pas mest(ier) qe nous metoms auant record de prouer nostre dit auant ceo qe vous seiez a trauers de nostre dit et pur ceo grauntez la felonie ou dedites.

Toud. Auant ceo qe vostre excepcion soit pleyn ieo ne serrai pas chace de granter la felonie ne dedire qar si vous portassez bref deschete etc couendret dire qe vostre tenant fit felonie pur la quele il fut ateynt par iugement *ita hic*.

Ber. Meyntenant par la brisure de la prisone si fut il feloun qar en sa vie de cele felonie ne se peut il auer aquite.¹³ . . . ¹⁴en assise de nouele disseisine.¹⁴

Herle. Fut¹⁵ il issi ou ne mye.

Toud. Homme ne put estre atteynt apres sa mort et vous auet conu qil fut mort auant¹⁶ qil fut atteynt iugement. Et dautrepart felonie voet estre auere par recorde. et ceo ne put estre saunz iugement. et vous ne allegez nul iugement.

Herle. *Ut prius* ¹⁷et vous¹⁷ dioms qe¹⁸ ceo fut ¹⁹troue par Roule de Coroner et par presentement dez¹⁹ xii²⁰ deuaunt Iustices en Eire scilicet²¹ I. de B. *et dixit vbi*²¹ et entre en Roule et issi iuge pur felonie ²²et ceo ne dedites pas iugement.²²

²³*Toud.* Il ne mostr(e) pas qil fut ateynt en sa vie iugement etc.

Ber. Presentement de xii p(or)te recorde et roule de Coroner auxi ben en ceo cas cum en cas de abiuracioun. dount si vous volez demorer en iugement grauntez la felonie et puis demorez si tel maner de atteindre vous deit greuer.²³

¹ Add: sir C, M, T.

²⁻² Iohan de W. M, T.

³⁻³ le dezeyne C.

⁴ Add: qe C. ⁵ Add: a C. ⁶ coudre C. Om. M. ⁷ Om. M. ⁸⁻⁸ ceo T.

⁹ Add: en T.

¹⁰ etc. qil T.

¹¹ vous couent C, T. vous couient M.

¹² Om. M, T.

¹³⁻¹³ This is a marginal addition in P, and is omitted in C, M and T. Its place in the text of P is not shown by reference marks. ¹⁴⁻¹⁴ This is only found in P, as an additional remark to the marginal addition ¹³⁻¹³.

¹⁵ est M.

¹⁶ Add: ceo M, T.

¹⁷⁻¹⁷ et M: nous T.

¹⁸ et C. ¹⁹⁻¹⁹ pre-

sente par coroners et par C, T. *Sim. M.* Roule de and par presentement dez interlined (in P). ²⁰ xiine C. ²¹⁻²¹ Om. C, M, T: Interlined in P. ²²⁻²² etc. M.

²³⁻²³ This is a marginal addition in P (with reference mark) and is omitted in C, M and T.

that felony was presented in eyre before John de Vaux and his companions, on a certain day, (in a certain) year and (at a certain) place, by the coroners of the said county and by the twelve. And that presentment was entered on the roll of the Justices. And if they want to deny it, ready to aver it by record, etc.

Toudeby. If you want to use this exception as bar you must say that he was attainted by judgment. And they do not say this. Judgment. Moreover, an exception of felony shall not be tried by averment of the country, for it is of record, and you do not show this record. Judgment whether by this much he can bar us from (an) action.

Herle. It is not our business to put forward a record to prove our statement, before you traverse our statement. And therefore grant the felony, or deny it.

Toudeby. Before your exception be formally complete, I shall not be driven (either) to grant the felony or to deny it. For if you had brought a writ of escheat etc., you would have to say that your tenant committed (a) felony for which he was attainted by judgment. The same applies here.

BEREFORD C.J. By the breaking of the prison he immediately became a felon, for he could not in his lifetime have acquitted himself of that felony.¹

Herle. Was it so, or no?

Toudeby. No one can be attainted after his death, and you have acknowledged that he was dead before he was attainted. Judgment. And on the other hand a felony ought to be averred by record, and that cannot be without judgment, and you do not allege any judgment.

Herle. (as before) and we tell you that this was found by the coroner's roll and by presentment of the twelve before Justices in eyre, to wit, John de Vaux (and he said where) and (it was) entered on the roll, and thus (he was) judged for a felony. And this you do not deny. Judgment.

Toudeby. He does not show that he was attainted in his lifetime. Judgment.

BEREFORD C.J. A presentment of (the) twelve is of record and (so is) the coroner's roll, in this case as well² as in the case of abjuration. Therefore if you want to abide judgment, grant the felony and then abide (judgment) whether such a kind of attainder ought to harm you.

¹ We omit the addition, which seems due to a mistake.

² 'As well' may relate either to the roll only, or also to the presentment.

Toud. fut chace a respondre a cel excepcion et¹ dit ²*quod h(ab)uit² recordum³ ⁴et habuit diem⁴ ⁵in tribus septimanis pasche.*⁵

⁶*Et mandatum fuit Thesaurario et Camerariis quod scrutatis rotulis de Itinere predicto transcriptum presentationis predictae mittant hic a die pasche vt supra.*⁶

II.⁷

Entre en le *de quibus*.

Iohan le fiz Robert de Stoke porta son bref dentre en le *de quibus* uers Iohan Tynt. et Iohane sa femme etc. et fit la descente de Robert son pere tanqe aly tant com a fiz et heir.

Scrop. Sire, mesme cesti R. son pere de qi seisine il ad conte tua vn homme I. Wythose en la ville de Cliue en le Conte de Norhamt(on) par quei il fut pris et en prisone en la prisone nostre seignur le Rey a Norhamton et ill(o)n(qe)s du Brusa mesme la prisone etc. et fuit et defuant com feloun fut decole iugement si par my luy nule descente puss(ez) fere.

Toud. Vostre reponse qe vous mettez auant est al action et noun pas a nostre descente etc.

Herle. Donqe demandoms iugement si vous poussez de sa seisine action auer.

Malm. Celuy qe veut la partie reboter de action par excepcion de la felonie luy couent vser sa excepcion et lyer la solum ley de terre auant ceux heures vse. set (*sic*) par recorde de iugement sur la tendre et il ne dieu (*sic*) pas qil de ceste felonie par iugement fut atteint et il ne mustre(nul) nul record qe proue lur excepcion. iugement sil puse par taunt nous daction oster saunz ceo qil etc.

Toud. ad idem. Excepcion de felonie ne sera iammes trie par auerement de pays pur ceo qe chiet en especialte de record et ceo la ne mustre il pas iugement etc.

Herle. Il nest point mester qe nous mettoms auant record pur prouer nostre dist auant ceo qe vous trauer(sez) nostre dit et pur ceo grant(ez) la felonie ou dedietz.

Toud. Auant ceo qe vostre excepcion seit pleine ieo ne seroy mie chace de granter la felonie ou de d(i)re. qar⁸ vous port(ez) vostre eschete vers moy par reson dela felonie qe vostre tenant fit etc. il vous couendr(a) dire qil fit felonie pur la quele il fut atteint par iugement et ceo fet

¹ qi *M*: qe *T*. ²⁻² h(abe)bat *C*: eit *M*. habebit *T*. ³ son record *M*. ⁴⁻⁴ et auoient *M*, *Om.* *T*. ⁵⁻⁵ a iii. symenes de Pasche *M*. ⁶⁻⁶ This seems a later addition in *P*, after the next case had been written or begun. In *C* and *M* it is omitted, and in *T* it runs: et breve Thesaurario et Chancell(ario) quod mittant recordum etc. ⁷ From *R*. ⁸ Suppl. *si*.

Toudeby was driven to answer to this exception and asked that he might¹ have the record. And he had a day in three weeks from Easter.

And the Treasurer and Chamberlains were ordered to search the rolls of the said eyre and to send here a transcript of the said presentment (in three weeks) from Easter, as above.

II.

Entry in the *de quibus*.

Robert the son of John of Stoke brought his writ of entry in the *de quibus* against John Doyby and Alice his wife etc., and traced his descent from John his father to himself as to (the) son and heir.

Scrope. Sir, that same John his father, of whose seisin he has counted, killed a man, (to wit,) Gilbert Whitehose in the vill of Clyve, in the county of Northampton, wherefore he was taken and imprisoned, in the prison of our lord the King at Northampton. And there he broke the said prison etc., and fled, and while fleeing, as (a) felon, he was beheaded. Judgment whether you can make any descent through him.

Toudeby. Your answer which you put forward is to the action, and not to our descent etc.

Herle. Then we demand judgment whether you can have an action on his seisin.

Malberthorpe. One that wants to rebut the party from his action by the exception of felony must use his exception and lay it according to the law of the land used heretofore, to wit,² by record of a judgment upon the attainer. And he does not say that (John) was attainted of this felony by judgment, nor does he show any record which proves their exception. Judgment whether by this much he can oust us from (our) action without etc.

Toudeby (to the same purpose). An exception of felony shall never be tried by averment of the country, because it is specifically of record. And this (record) he does not show. Judgment etc.

Herle. It is not necessary for us to put forward a record to prove our statement, before you have traversed our statement. And therefore grant the felony or deny it.

Toudeby. Before your exception be complete I shall not be driven (either) to grant the felony or to deny it. For (if) you bring your (writ of) escheat against me by reason of the felony which your tenant committed etc., you will have to say that he committed a felony for

¹ Supplied from *C, M, T*.

² The text has *set*.

attendre par iugement etc. auxi de ceste part couensit il qe vous deiset qil fut atteint par iugement. einz ceo qe vous nous purrez barrer daction par my cele felonie qe vous alegez.

Ber. Maintenant pur la brusure de la prisone si fut il felo(u)n qe en sa vie de ceste felon(ie) il ne se pout aquiter par quei la brusure de la prisone est mult fort.

Toud. *Ut prius.*

Herle. Donqe dioms qe ceste felonie fut troue et pur felonie iuge par roule de Coroner et presente de xii deuant sire I. de vaus(e) et ces compaignons Iustices errant en le conte de Norh(am)ton lan du Regne le Rei etc. et ceo voloms auerer iugement si vous pussez action auer.

Malm. Et del houre qe vous ne mustrez par iugement ne par recorde qil fut de cel felonie atteint en sa vie iugement etc.

Ber. Presentement de xii. porte record et auxi roule de Cor(o)ner auxi bien en ceo cas com en cas de abiuracion dount si vous volet demorer en iugement grant(ez) la felonie et puis demorez en iugement si tel present et tele manere de attendre vous deiuent greuer.

Toud. Nent presente en eyre par xii ne troue par roule de coroner pret etc.

Et alii econtra etc.

III.¹

Entre sur disseisine ou le tenant dit qe cely de qi le demandant prist sun title, fut enprisone pur mort de home et debrusa la prisone et en fuant fut decole.

Robert le fiz Iohan de Stok(e) porta sun bref dentre funde sur la nouele disseisine uers Iohan Doylly et Alice sa femme. *de quibus predicti Iohannes et Alicia disseisiuerunt Iohannem patrem predicti Roberti* etc.

Scrop. Iohan de qi seisine il demande ossit vn homme en la ville de C. en le Conte de Norhamtone Gilbert Wytehouse par noun pur quele felonie il fut pris et enprisone a N. et pus debrusa mesme la prisone et fut ateynt en fuant et fut decole et demaundoms iugement si vous pussez par my ly rien demaunder.

¹ From *F.*

which he was attainted by judgment, and that (constitutes) an attainder by judgment etc. Similarly in this case, before you can bar us from (our) action by that felony which you allege, you must say that he was attainted by judgment.

BEREFORD C.J. By the breaking of the prison he became immediately a felon. And he could not acquit himself in his lifetime of that felony. Therefore the breaking of the prison is a very strong point.

Toudeby (as before).

Herle. Then we say that this felony was found and adjudged a felony by the coroner's roll, and presented by twelve before Sir John de Vaux and his fellow Justices in eyre in the county of Northampton, in the year of the reign of King etc., and this we will to aver. Judgment whether you can have an action.

Malberthorpe. And (we demand) judgment since you do not show (either) by judgment or by record that he was attainted of that felony in his lifetime etc.

BEREFORD C.J. A presentment of (the) twelve is of record and so (is) the coroner's roll, in this case as well as in the case of abjuration. Therefore if you want to abide judgment, grant the felony and then abide judgment whether such a presentation and such a kind of attainder ought to harm you.

Toudeby. Not presented in eyre by (the) twelve, nor found by the coroner's roll. Ready etc.

Issue joined etc.

III.

Entry upon disseisin, where the tenant said that he from whom the demandant was taking his title was imprisoned for the death of a man and broke the prison and in fleeing was beheaded.

Robert the son of John of Stoke brought his writ of entry founded upon novel disseisin against John Doyby and Alice his wife, 'of which (*de quibus*) the said John and Alice disseised John, father of the said Robert' etc.

Scrope. John on whose seisin he demands killed a man, Gilbert Whitehose by name, in the vill of C(lyve) in the county of Northampton, and for that felony he was taken and imprisoned at Northampton, and afterwards he broke the said prison and was taken in fleeing and was beheaded. And we demand judgment whether you can demand anything through him.

Malm. Depus qe vous nous biez barrer par vne felonie qe nostre auncestre deueroit auer fet etc et vous ne moustrez poynt qil fut ateynt de cele felonie etc ne qe iugement se fit sur cele Felonie etc par quey demandoms iugement de v(ou)s etc. et prioms seisine de terre etc.

Herle. Dount conissez vous le fet estre tiel cum nous auoms dit.

Malm. Nous vous dioms qe vostre excepcion nest pas suffisant etc. de nous barrer de accioun saunz autre chose alegger etc et de ceo auoms demaunde iugement. par quey de conustre ou dedire tel response qe nest pas suffisant etc il semble qe nous nauoms mye mester etc.

Herle. Depus qe nous deuoms demorer en iugement il couent qe la Court seit en certeyn de qei ele deit iug(er) etc.

Toud. Tiele felonie cum vous aleggez mesqe issint vst este cum nous ne grantoms poynt. sanz alegger qil fut ateynt ou par iugement ou par autre manere ne barra pas etc par quey il nous semble qe nous nauoms mester granter ne dedire chose qe ne put barrer etc. *Item* ceo nest pas commune ley de terre qe cely qe bruse la prisone deit estre decole einz est tant soulement vne chose qe en ascun pays est vse et en ascun nemye etc.

Herle. Nous vous dioms *vt prius* qe meyme ceste chose fut presente en la Heyre de Norhamtone etc. deuant etc et demandoms iugement etc.

IV.¹

Entre super disseisinam.

Iohan fitz Robert de Stoke porta vn bref de entre founde sur la nouele disseisine vers vn hom et demanda certeynz tenemenz des quex il dis(seisit) vn Robert son pere qy heir etc. et fist sa descende de Robert a luy come a fuitz et heir.

Herle. Mesme cesti Robert vostre pere de qy vous auetz fait vostre descende occist vn Goffrey quithose par qey il fu pris et enprisonee en la prisone de Northamtoun et puis debrusa la prisone et fu pris et descole iugement si parmy luy poetz rien demander.

Malm. Vous veetz bien coment nous pernoms nostre titil de la seisine Robert nostre pere et il ne dient altre chose de nous barrer fors soulment qil fu descole et ne allegge nul iugement ou il fu atteynt en

¹ From *E.*

Malberthorpe. Since you want to bar us by a felony which our ancestor is supposed to have committed etc., and (since) you do not show that he was attainted¹ for that felony etc., or that judgment was made as to that felony etc., therefore we demand judgment against you etc. And we pray seisin of the land etc.

Herle. Then you admit that ²the facts² are such as we have said?

Malberthorpe. We tell you that your exception is not sufficient etc. to bar us from action, if you do not allege some other thing etc., and as to this we have demanded judgment. Therefore it seems that we have no occasion etc. to acknowledge or to deny such an answer which is not sufficient etc.

Herle. Since we are to abide judgment, the Court must know for certain what it is to judge about etc.

Toudeby. If one does not allege that he was attainted either by judgment or in some other way, a felony such as you allege (even if it had been (committed), which we do not grant) will not bar etc. Therefore it seems to us that we need not grant or deny a thing that cannot bar etc. Likewise, it is not common law of the land that one who breaks the prison ought to be beheaded, but it is only a thing that is used in one district and not used in (another) etc.

Herle. We tell you (as before) that this same thing was presented in the eyre of Northampton etc., before etc., and we demand judgment etc.

IV.

Entry upon disseisin.

Robert the son of John of Stoke brought a writ of entry founded upon the novel disseisin, against a man, and demanded certain tenements of which he had disseised one John, Robert's father, whose heir etc. And he traced his descent from John to himself as to (the) son and heir.

Herle. That same John, your father, from whom you have traced your descent, killed one Gilbert Whitehose, wherefore he was taken and imprisoned in the prison of Northampton, and then (he) broke the prison and was taken and beheaded. Judgment whether you can demand anything through him.

Malberthorpe. You see well enough that we take our title from the seisin of John, our father. And they do not say anything else to bar us, save only that he was beheaded. And (they) do not allege any judgment, or that he was attainted in a Court that bears record.

¹ See note on p. 23.

²⁻² The text has 'the deed,' but the reporter probably mistook the plural for the singular.

Court qe porte record. iugement et prioms seisine de terre sil ne voelent altre chose dire.

Herle. Il fist felonie par qey il fu pris et enprisone et puis debrusa la prisone le R(oi) et fu suy par hutesce et descole et issi fut il atteynt de felonie iugement.

Toud. Vous nous bietz barrer par reson de felonie qe nat(ur)elment veot estre auere par record. et de cel ne mustrez rien qe veut iugement si etc.

Herle. R. vostre pere parmy qy etc. fist felonie et fu pris et enprisone en la gaole de North(amton) et en le Eyr sire Iohan de vaus en mesme le Counte debrusa la prisone et fu atteynt et descole et la chose presente en Eyr et en Roule de Eyr enroule iugement etc. et sil le veolent desdire prest dauerrer par record.

Tou. Issist denparler.¹

V.²

Entre sur disseisine.

Roger de Stoke porta bref Dentre vers Ion de Key et Alice sa femme etc. *de quibus disseisiverunt I. patrem* etc.

Herle. Ion de qi seisine vous demaundez fust en prison a Norh(amp-ton) pur felonie et cel prison debrusea felonousement et enfuaunt fust pris et decole et cel felonie presente en le Eire de Norh(ampton) par coroners et par les xii et cel presentement enroule. Issint fust il iugge pur feloun. Iugement etc.

Toudeby. Homme ne peut pas apres sa mort estre atteint, et iugement saunz partie est void.

Tamen il feust chace destre a vn du Record.

Toudeby. Eiez vostre record etc.

VI.³

Entre sur disseisine.

En vn bref dentre *de quibus* disseisi le piere le demandant le tenant dist qe son piere fust felone qar occist vn tiel etc. par qi mort il fut pris et enprisone et puy debrusa la prisone et enfuaunt fust descole et puy

¹ The report is apparently unfinished and room for about three lines is left below it. ² From X. ³ From Z.

Judgment, and we pray seisin of the land, if they do not want to say anything else.

Herle. He committed a felony wherefore he was taken and imprisoned, and afterwards (he) broke the King's prison, and was pursued by hue (and cry), and beheaded. And thus he was attainted of (a) felony. Judgment.

Toudeby. You wish to bar us by reason of a felony, which naturally ought to be averred by record. And of this you show nothing that would (run to the effect of your statement). Judgment whether etc.

Herle. John your father by whom etc. committed a felony and was taken and imprisoned in the gaol of Northampton, and (during) the eyre of Sir John de Vaux in the said county he broke the prison and was attainted¹ and beheaded. And the thing was presented in eyre and enrolled on the roll of the eyre. Judgment etc. And if they want to deny it ready to aver by record.

So *Toudeby* went out to imparl.

V.

Entry upon disseisin.

Robert of Stoke brought a writ of entry against John Doyby and Alice his wife etc., 'of which they disseised John the father' etc.

Herle. John on whose seisin you demand was in the prison at Northampton for a felony and feloniously broke that prison and in fleeing was taken and beheaded and that felony was presented in the eyre of Northampton by coroners and by the twelve and that presentment was enrolled. Thus was he adjudged a felon. Judgment etc.

Toudeby. A man cannot be attainted after his death, and judgment given in the absence of the party is void.

Nevertheless he was driven to agree as to the record.

Toudeby. Have your record etc.

VI.

Entry upon disseisin.

In a writ of entry 'of which' (*de quibus*) ' (he had) disseised the father of the demandant,' the tenant said that the demandant's father was a felon, for he had killed one such etc., and for his death he was taken and imprisoned and afterwards he broke the prison and in fleeing was

¹ This should read 'taken': see note on p. 23.

cele felonie fut presente en de (*sic*) Not' deuant sire I. de W. et ses compaignouns par les Coroners du Countee et par xii presentours par quei de sa seisin etc.

Et lautre iugement desicom il auoit suppose qil ne fust vnqes atteynt en sa vie ou apres sa mort il ne purra estre atteynt.

Et non obstante il fust chace a conustre ou dedire qe la felonie en tiel cas est de record etc.

Notes from the Record.

I.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 315 recto. Northamptonshire.
Written by Luding'.

Robertus filius Iohannis de Stok(e) per attornatum suum petit uersus Iohannem Doyby et Aliciam vxorem eius vnum mesuagium vnam carucatam terre et quadraginta acras bosci cum pertinenciis in Suthewyke vt Ius et hereditatem suam, et de quibus iidem Iohannes et Alicia iniuste et sine iudicio disseisiuerunt Iohannem de Stok(e) patrem predicti Roberti cuius heres ipse est post primam etc Et vnde dicit quod predictus Iohannes de Stok(e) pater etc fuit seisitus in dominico suo vt de feodo et Iure tempore pacis tempore E Regis patris domini Regis nunc capiendo inde expletas ad valenciam etc Et de ipso Iohanne descendit Ius etc isti Roberto qui nunc petit vt filio et heredi Et de quibus etc Et inde producit sectam etc.

Et Iohannes et Alicia per attornatum suum veniunt Et defendunt Ius suum qu(ando) etc Et dicunt quod accio eidem Roberto competere non potest de seisina predicti Iohannis de Stok(e) etc Dicunt enim quod idem Iohannes dudum interfecit quendam Gilbertum Whitehose apud Clyue in Comitatu predicto pro qua interfeccione captus ducebatur vsque castrum Norha(mptonie), quo detinebatur in priona pro predicto facto, quousque prisonam illam felonice frangendo, ab eadem euasit et hinc fugit, qui statim insecutus etc extitit in fugiendo tanquam felo decolatus etc Et dicit (*sic*) quod factum predictum postmodum coram I. de vallibus et sociis suis Iusticiariis Itinerantibus in Comitatu predicto, in crastino sancti Michaelis anno regni Regis E patris domini Regis nunc terciodecimo, presentatum fuit per duodecim Iuratores etc. Et de hoc ponit (*sic*) se super recordum rotulorum ipsius Iohannis de Itinere predicto.

Et Robertus similiter etc.

Et quia rotuli ipsius Iohannis de vallibus de tempore predicto sunt in Thesauraria domini Regis etc Mandatum est Thesaurario et Camerariis quod scrutatis rotulis ipsius Iohannis de Itinere predicto. transcriptum presentacionis predictae mittant hic a die Pasche in quinque septimanas sub pede sigilli scaccarii etc.

Idem dies datus est partibus etc.

beheaded and afterwards that felony was presented in the (eyre) of Northampton before Sir John de Vaux and his companions, by the coroners of the county and by twelve presenters, wherefore on his seisin etc.

And the other (party demanded) judgment since he had supposed that (John) had never in his lifetime been attainted, and (since) he could not be attainted after his death.

And nevertheless he was driven to confess or deny, for in such a case the felony is of record etc.

Notes from the Record.

I.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 315 recto. Northamptonshire.
Written by Luding'.

Robert the son of John of Stoke by his attorney demands against John Doyby and Alice his wife one messuage, one carucate of land, and forty acres of wood with the appurtenances in Southwick as his right and inheritance of which the said John and Alice unjustly and without judgment disseised John of Stoke, father of the said Robert, whose heir he is, after the first etc. And concerning this matter he says that the said John of Stoke father etc. was seised in his demesne as of fee and right, in time of peace in the time of King Edward father of our Lord the present King, taking the esplees thereof to the value etc. And from that John the right etc. descended to this Robert who now demands as son and heir, and of which etc. And as to this he produces suit etc.

And John and Alice come by their attorney and defend his right when etc. And they say that the said Robert cannot have an action on the seisin of the said John of Stoke etc., for they say that the said John aforetime killed one Gilbert Whitehose at Clyve in the said county, and being arrested for that killing, was led to the castle of Northampton, where he was detained in prison for the said deed, until feloniously breaking the said prison he escaped from it and fled thence, and then at once being followed etc. he was during his flight beheaded as felon etc. And they say that the said fact was afterwards presented by twelve jurors etc. before John de Vaux and his companions, Justices in eyre in the said county, on (September 30, 1284) the Morrow of Michaelmas in the thirteenth year of the reign of King Edward father of our Lord the present King etc. And as to this they put themselves upon the record of the rolls of the said (Sir) John of the said eyre.

And Robert likewise etc.

And because the rolls of the said John de Vaux from the said time are in the Treasury of our Lord the King etc., the Treasurer and Chamberlains were commanded that having searched the rolls of the said John of the said eyre, they send here a transcript of the said presentment in five weeks from Easter, over the seal of the Exchequer etc.

The same day was given to the parties etc.

Notes from the Record—continued.

II.

Assize Rolls no. 623, membr. 1 verso.

PLACITA CORONE CORAM IOHANNE DE VALLIBUS WILLELMO DE SAHAM. ROGERO LUUEDAY IOHANNE DE METINGHAM. ET NICHOLAO LE GRAS IUSTICIARIIS ITINERANTIBUS APUD NORH(AMP)T(ONAM) IN CRASTINO SANCTI MICHAELIS. ANNO REGNI REGIS EDWARDI FILII REGIS HENRICI TERCIO-DECIMO.

Hundredum de Pokebrock(e) venit per xii Iuratores.

Iohannes de stok(e) captus fuit pro suspicione latr(ocinii) et inprisonatus in castro Norh(amp)t(one) Tempore Roberti le Baud vicecomitis et postea a prisona illa euasit et in fugiendo captus fuit et per homines ipsius vicecomitis decollatus fuit Cat(alla) eius ix s(olidos) vnde Abbas respond(ebit) Et predictus vicecomes respond(ebit) de euasione etc.

76. SCARGIL v. THE ABBOT OF ROCHE.¹I.²

Entre sur disseisine ou le tenant barra le demandant par la charte cely de qi il prist sun title.

William de Schargell' porta son bref dentre³ vers Labbe dela Roch' et demaunda certain tenements en les quex Labbe nad entre si noun puis la disseisine qun son predecessour R. fit a Iohn son Besael puis le terme etc.

Russell. Vous ne poez rien demaunder qe Iohn vostre auncestre de qi seisine etc. par ceste chartre graunta et dona a R. nostre predecessour et ales Chanoines etc. certain tenements etc. les quex sount compris deinz certain boundes si com la chartre tesmoigne deinz quez boundes

¹ Reported by C, E, F, M, P, R, T, X. ² From M. Compared with F. Headnote from F. ³ Add: fundu sur la nouele disseisine F.

Notes from the Record—continued.

II.

Assize Rolls, no. 623, membr. 1 verso.

PLEAS OF THE CROWN BEFORE JOHN DE VAUX, WILLIAM OF SAHAM, ROGER LUUEDAY, JOHN OF METTINGHAM AND NICOLAS LE GRAS, JUSTICES IN EYRE AT NORTHAMPTON ON THE MORROW OF MICHAELMAS IN THE THIRTEENTH YEAR OF THE REIGN OF KING EDWARD SON OF KING HENRY.

The hundred of Polebrook comes by twelve jurors.

John of Stoke was taken for suspicion of robbery and imprisoned in the castle of Northampton in the time of Robert le Baud, Sheriff,¹ and afterwards escaped from that prison, and in fleeing was taken and was beheaded by the men of the said Sheriff. His chattels 9s., for which the Abbot² shall answer. And the said Sheriff shall answer for the escape etc.

76. SCARGIL v. THE ABBOT OF ROCHE.

I.

Entry upon disseisin, where the tenant barred the demandant by the charter of him from whom the demandant took his title.

Warin Scargil³ brought his writ of entry against the Abbot of Roche⁴ and demanded certain tenements into which the Abbot has no entry save after the disseisin which one Richard,⁵ his predecessor, did to Robert⁶ his great-grandfather since the term etc.

Russell. You cannot demand anything, for Robert your ancestor, on whose seisin etc., granted and gave, by this charter, to Richard, our predecessors, and to the canons etc., certain tenements etc. which are comprised within certain boundaries as the charter witnesses.

¹ Nov. 1279–Nov. 1289.

² The Abbot of Peterborough.

³ Commissioner of Array in the wapentakes of Osgodcrosse and Staycrosse, co. York, 1322 (*Cal. Pat.* 1321–24, pp. 99; 125, 192).

⁴ Robert, 1300–24 (*Dugdale, Monasticon*, v. 501), while *V.C.H. Yorkshire*, iii. 155, gives the succession as Robert 1299, John 1300, William 1324: the present record confirms the statement of *Dugdale*. Licences for acquisition of land in *mortmain* occur in 1309 (*Cal. Pat.* 1307–13, p. 163), 1312 (*ibid.* pp. 441, 442), 1313, when various grants to the house were confirmed (*ibid.* p. 586;

ibid. 1313–17, p. 34), and in 1319 (*ibid.* 1317–21, p. 376).

⁵ Richard, 1228–44, according to *V.C.H.*, *loc. cit.*, which is confirmed by mention of Richard, Abbot of Roche, in 1229 and 1230 (*Pat. Rolls*, 1225–32, pp. 305, 352), though *Dugdale, loc. cit.*, gives his dates as 1238–54.

⁶ Robert of Stapelton: see Note from the Record. The Templars of Neusum held the vill of Osmundestrop by his gift (*Rot. Hund.* i. 105). In 1200 he obtained licence from the Templars to build a chapel and establish a chantry at Thorpe Stapleton (*V.C.H. Yorkshire*, iii. 260).

etc. qe ore sount en demaunde sount compris etc. et obligea ly et ses heirs ala garrantie issint qe si nous feussoms enplede etc. iugement si accioun etc.

Scrop. Taunt amoute qe R. ne disseisit point nostre auncestre et nous volloms auerrer nostre bref etc. qe vous dites qil entra par le fait etc.

Herle. Nous vous dioms issint qe vostre auncestre graunta et obligea etc. et issint par la garrantie etc. par qei si vous vollez dire qe nous nentrames mye par la chartre etc.

Den. En vn assise de nouele disseisine la chartre ne barre mye lassise si vous ¹ne deisset qe ele ne feut¹ fait en vostre seisine einz serroit² direct' alassise par qei depuis qe nous pernomms en cesti bref nostre accioun dune disseisine il semle qil nous soffit assez adire³ dauerrer nostre bref.

Heruy. Respondez. si ceo est le fait vostre auncestre ou ne mye.

Pass. Les tenements demaandez ne sount pas compris etc. deinz les boundes prest etc.

Et alii eontra.

II.⁴

Entre sur nouele⁵ disseisine

Robert de Stapulton⁶ porta soun bref dentre sur la disseisine vers le Abbe de la⁵ Roche et counta de la seisine son pere et dist quil nauoit ⁷si noun⁷ puis la disseisine qe vn I(o)h(an)⁸ predecessour mesme cesti Abbe fit a Willem soun pere qi heir etc.

Mugg. Nous vous dioms qe Willem⁹ vostre pere qi heir vous estes nous graunta et conferma ¹⁰multz des teres et tenementz¹⁰ deinz c(er)-teyne boundes qe homme uous nomera entre¹¹ le ques boundes sunt mesme les tene(mentz) qe ¹²vous ore demandez¹² a auer et tenir en pure et en perpetuel almoigne¹³ a I(o)h(an)⁸ nostre predecessour e a ce¹⁴ successours: a touz iourz et obblig(ea) ly et ces heirs a la garr(antie). et vous estes soun heir dount si nous fuissoms en pleide de vn estraunger vous seriez lie a la garr(antie) et veiez ici le fet qe testm(oigne). iugement. si en contre le fet vostre¹⁵ auncestre qi heir etc.

Scrop. Qe vous entratestes¹⁶ (*sic*) par disseisine prest etc.

Mug. A lauerement ¹⁷ne vendrez¹⁷ point¹⁸ contre le fet vostre auncestre saunz r(espondre) al fet.

¹⁻¹ ne meiss(ic)z quitel(a)m(ance) F. ² serriez F. ³ Add: nous voloms F.
⁴ From P. Compared with R. ⁵ Om. R. ⁶ Stapelton R. ⁷⁻⁷ Interlined P. entre si noun R. ⁸ I. R. ⁹ W. R. ¹⁰⁻¹⁰ touz les teres R.
¹¹ etc. R. ¹²⁻¹² ore sunt en demande R. ¹³ amone R. ¹⁴ ces R. ¹⁵ so cancelled P. ¹⁶ enst(r)antes R. ¹⁷⁻¹⁷ nauendret R. ¹⁸ pas en R.

Within those boundaries (the tenements) which are now in demand are comprised etc. And Robert bound himself and his heirs to the warranty, so that if we were impleaded etc. Judgment whether (an) action etc.

Scrope. What you say amounts to this, that Richard did not disseise our ancestor. And we are willing to aver our writ etc. For you say that he entered by the deed etc.

Herle. We tell you that your ancestor granted and bound etc. and thus by the warranty etc. Therefore if you want to say that we did not enter by the charter etc.

Denom. In an assize of novel disseisin, unless you said that the charter was made (during) your seisin, the charter would not bar the assize but would be directed to the assize. Therefore since in this writ we take our action upon a disseisin, it seems quite sufficient for us to say (that we are ready) to aver our writ.

STANTON J. Answer whether this be your ancestor's deed, or no.

Passeley. The tenements demanded are not comprised etc. within the boundaries. Ready etc.

Issue joined.

II.

Entry upon novel disseisin.

Warin Scargil brought his writ of entry upon disseisin against the Abbot of Roche and counted of his father's seisin and said that (the tenant) had no (entry) save after the disseisin which one Richard, predecessor of the said Abbot, did to Robert, his father, whose heir etc.

Miggeley. We tell you that Robert your father, whose heir you are, did grant and confirm to us many lands and tenements, within certain boundaries which will be named to you and within which are the same tenements which you now demand, to have and to hold, in pure and perpetual alms, to Richard our predecessor and to his successors for ever. And (your father) bound himself and his heirs to the warranty, and you are his heir. Therefore, if we were impleaded by a stranger, you would be bound to the warranty. And see here the deed which witnesses (this). Judgment whether against the deed of your ancestor whose heir etc.

Scrope. Ready etc. that you entered by disseisin.

Miggeley. You cannot get to the averment against the deed of your ancestor, without answering to the deed.

Scrop. Ieo nay mest(ier) a cele fet r(espondre) qe ieo pos qe¹ moun auncestre vst² porte lassise de nouele disseisine vers vostre predecessour et il mest³ auaunt cele fet contre ly en barraunt lassise tiel⁴ fet ne ly greuerait point quil nauendrait bien a lassise et del houre qe nostre accioun prent ore sa nesaunce de mesme cely disseisine qe fut fete a nostre auncestre il semble amoy qe cele fet ne nous deit plus barrer quil ne freit nostre auncestre sil vst porte lassise.

Mugg. Si nous vsoms mis auant cele fet qe nous mettoms ore auaunt. en assise de nouele disseisine countre⁵ vostre auncestre. il serreit chace de⁶ respondre au fet.

Denoun. Si ⁷ceo sey⁷ resp(onse) amoun bref. assez su⁸ ieo respondre mes ore ditez vous qe nostre auncestre granta etc. memes les tenementz. a vostre predecessour et moun bref voit⁹ qe¹⁰ le¹¹ diss(eisit) et par taunt auez r(espondu) a moun bref et p(er) con(sequen)s¹² transuerce¹³ nostre accioun. iugement.

Berr. Respond(ez) al¹⁴ fet vostre auncestre.

*Denoun.*¹⁵ Nous¹⁶ grauntoms bien le fet mes nous vous dioms qe le tenementz demandez. ne sont pas¹⁷ compris ¹⁸deinz mesme le¹⁸ fet. prest etc.

Et alii econtra.

¹⁷Ideo etc.¹⁷

III.¹⁹

Entre sur disseisine ou la charte le diss(eisee) fut mis en barre et il dit qe lez tenementz mis etc. net compris deinz prest etc. *et alii contra.*

Vn homme porta bref de entre sur²⁰ disseisine²⁰ vers Labbe de la Roche²¹ et dit en lez jeux²⁰ il nad²² entre si noun pus la disseisine qe le²⁰ predecessour²⁰ Labbe fist al Tresael²³ le demandaunt.

Herle. Son Tresael qi heir il est nous granta tote²⁰ sa terre etc.²⁰ et noma terre entre certains boundes²⁴ et deuises etc.²⁴ et oblig(ea) lui²⁵ etc. et si²⁰ nous fussoms emplede etc. iugement si accion etc.²⁶

Scrop. Nous auoms dit qe nostre Tresael²³ fust seisi etc. qi fet vous mettez auant et²⁷ deistes qil enfeffa vostre predecessour tant amonte qil ne fust pas diss(eisee) nous voloms auerer nostre bref.

Herle. Est ceo le fait vostre auncestre ou noun.

¹ qar ieo pose qe *R.* ² vnt *R.* ³ mit *R.* ⁴ cel *R.* ⁵ encountre *R.*
⁶ a *R.* ⁷⁻⁷ sic *R.* ⁸ suy *R.* ⁹ veut *R.* ¹⁰ qil *R.* ¹¹ ly *R.* ¹² tant
R. ¹³ atrauers de *R.* ¹⁴ a *R.* ¹⁵ *Om. R.* Denum's statement appears in *R.*
as part of what Bereford said. ¹⁶ *Add: vous R.* ¹⁷ *Om. R.* ¹⁸⁻¹⁸ en cel *R.*
¹⁹ From *T.* Compared with *C.* Headnote from *C.* ²⁰ *Om. C.* ²¹ Rog' *C.*
²² nauoit *C.* ²³ auncestre *C.* ²⁴⁻²⁴ en certeyne ville *C.* ²⁵ li et sez heirs *C.*
²⁶ pussez auer *C.* ²⁷ *Add: vous C.*

Scrope. I have no occasion to answer to that deed, for suppose that my ancestor had brought the assize of novel disseisin against your predecessor and (the latter) had put forward against him this deed (in order) to bar the assize, (yet) such a deed would not prejudice him so as to prevent his getting to the assize. And since our action takes now its origin from that same disseisin that was done to our ancestor, it seems to me that this deed ought not to bar us any more than it would (bar) our ancestor if he had brought the assize.

Miggeley. If in an assize of novel disseisin we had put forward against your ancestor this deed which we put forward now, he would be driven to answer to the deed.

Denom. If that were an answer to my writ I should have something to say in reply, but now you say that our ancestor granted etc. these same tenements to your predecessor, and my writ says that he disseised him. And by so much you have answered to my writ and consequently you have traversed our action. Judgment.

BEREFORD C.J. Answer to your ancestor's deed.

Denom. We grant the deed right enough, but we tell you that the tenements demanded are not comprised within the said deed. Ready etc.

Issue joined.

Therefore etc.

III.

Entry upon disseisin, where the charter of the disseisee was put in bar, and (the tenant) said that the tenements mentioned etc. (were) not comprised within (the charter). Ready etc. And issue joined.

One brought a writ of entry upon disseisin against the Abbot of Roche and said, 'into which he has no entry save after the disseisin which the Abbot's predecessor did to the great-great-grandfather of the demandant.'

Herle. His great-great-grandfather, whose heir he is, granted to us his whole land etc. (and he named the land within certain boundaries and divisions etc.) and bound himself etc. And if we were impleaded etc. Judgment whether (an) action etc.

Scrope. We have said that our great-great-grandfather was seised etc. You put forward his deed and say that he enfeoffed your predecessor. That amounts to saying that he was not disseised. We will aver our writ.

Herle. Is this your ancestor's deed or no ?

Denom. Si nostre auncestre vst porte lassise¹ vers vostre predecessour il nust pas barre lassise par celle² charte ³per cons(equens)³ ne vous cesti bref qest foundu sur mesme⁴ la disseisine.

Ber. R(espondez) al fait qe voet clause de garr(antie).

Denom. Lez tenementz mis⁵ en vewe⁴ nient compris deinz les boundes et⁴ deinz⁴ les⁴ diuises⁴ compris deinz la charte prest etc.

*Et alius*⁶ *econtra.*

IV.⁷

Entre sur disseisine.

Vn hom porta vn bref dentre founde sur la nouele disseisine vers Labbe de la Roche et dist en les quex il nad entre si noun par vn A iadis Abbe de la Roche qe a tort et saunz iugement dis(seisi) son pere qy heir etc. puis le terme.

Migg. Vostre pere de qy vous pernetz vostre titil granta mesme les tenementz a nostre predecessour et a les moignes etc. et oblig(ea) luy et cez heirs a la garr(antie). si nous fusoms enplede de vn estranger vous nous seretz tenuz a la garr(antie). iugement si accion poetz auoir et auoit il doun et graunt.

Scrop. Tant amount qil ne le dis(seisi) pas. nous voloms auerer nostre bref.

Migg. Est cel le fet vostre auncestre ou noun.

Denum. En assise de nouele disseisine nostre pere sil fu en vie par cele charte ne sereit mye barre del assise saunz ceo qele fu faite en sa seisine et nous pledoms ore a mesme le poynt de atteyndre la disseisine faite a nostre pere. iugement si a cel fet auoms mester a r(espondre).

Heruy. Il couent qe vous r(esponiez) a cel fet et pur ceo est cel le fet vostre pere qui heir vous estes ou noun.

Scrop. Les tenementz neient (*sic*) compris deynz cel fet prest etc.

Et alii contra.

V.⁸

Entre sur disseisine.

Will. de Skarhill porta Bref dentre vers Labbe de la Roche supposant Lentre pe(u)s la disseisine qe R son predecessour fist a Ion Besael W.

Russel. Ion vostre auncestre de qi seisine vous demandez par ceo

¹ *Add*: de nouele disseisine C. ² ceste C. ³⁻³ Ergo C. ⁴ Om. C.
⁵ etc. C. ⁶ alii C. ⁷ From E. ⁸ From X.

Denom. If our ancestor had brought the assize against your predecessor, he would not have barred the assize by this charter. Consequently, neither will you (bar) this writ which is founded upon the same disseisin.

BEREFORD C.J. Answer to the deed which contains (a) clause of warranty.

Denom. The tenements 'put in view' (are) not comprised within the boundaries and divisions contained in the charter. Ready etc.

Issue joined.

IV.

Entry upon disseisin.

One brought a writ of entry founded upon the novel disseisin against the Abbot of Roche, and said, 'into which he has no entry save by one Richard, sometime Abbot of Roche, who wrongfully and without judgment disseised' his father whose heir etc., since the term.

Miggeley. Your father, from whom you take your title, granted the same tenements to our predecessor and to the monks etc., and bound himself and his heirs to the warranty. If we were impleaded by a stranger you would be bound to us to the warranty. Judgment whether you can have (an) action. And¹ there was a gift and grant.

Scrope. That amounts to this that he did not disseise him. We will aver our writ.

Miggeley. Is this your ancestor's deed or no?

Denom. In an assize of novel disseisin our father, if he were alive, would not be barred from the assize by this charter, unless it had been made during Richard's seisin. And we plead now to the same point, (in order) to attain the disseisin done to our father. Judgment whether we have any occasion to answer to this deed.

STANTON J. You must answer to this deed, and, therefore, is this the deed of your father whose heir you are, or no?

Scrope. The tenements (are) not comprised in this deed. Ready etc. Issue joined.

V.

Entry upon disseisin.

Warin Scargil brought a writ of entry against the Abbot of Roche, supposing the entry after the disseisin which Richard, his predecessor, did to Robert, great-grandfather of Warin.

Russell. John your ancestor, on whose seisin you demand, did

¹ Perhaps the *et* is a mistake for *ou* (where).

fet enfeffa R nostre predecessour et oblig(ea) etc. a la gar(rantie).
Iugement si accioun peusez auoir.

Scrop. Taunt amounte qe il nel diss(eisist) point. prest dauerrer
n(ostre) bref.

Et ne fu pas r(eceu) al auerrement.

Scrop. Les tenemenz nient compris.

Al(n) econtra.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 146 verso. Yorkshire.

Written by Burnedisshe.

Warinus Scargil per Hugonem de Aberford attornatum suum petit
uersus Abbatem de Rupe vnum mesuagium octo acras prati et octo acras
bosci cum pertinenciis in Whyk' vt Ius et hereditatem suam Et in que Idem
Abbas non habet ingressum nisi post disseisinam quam Ricardus quondam
Abbas de Rupe predecessor predicti Roberti Abbatis inde iniuste et sine
iudicio fecit Roberto de Stapeltone proauo predicti Warini cuius heres ipse
est post primam etc Et vnde Idem Warinus dicit quod predictus Robertus
proauus etc fuit seisitus de predictis tenementis in dominico suo vt de feodo
et iure tempore pacis tempore domini Henrici Regis aui domini Regis nunc
Capiendo inde expletas ad valenciam etc Et de ipso Roberto descendit Ius
etc. quibusdam Emme et Claricie vt filiabus et hered(ibus) etc Et de ipsa
Emma descendit Ius propartis sue cuidam Roaldo vt filio et heredi Et de
ipso Roaldo quia obiit sine herede de se resorciebatur feodum etc predictae
Claricie sorori predictae Emme matris predicti Roaldi vt amite et heredi etc
Et de ipsa Emma (*sic*) descendit Ius etc cuidam Willelmo vt filio et heredi
etc Et de ipso Willelmo descendit Ius etc Isti Warino qui nunc petit vt
filio et heredi etc Et in que etc Et inde producit sectam etc.

Et Abbas per Thomam de Drifelde attornatum suum venit Et defendit
Ius suum quando etc Et dicit quod predictus Warinus nichil Iuris clamare
potest in predictis tenementis de seisina predicti Roberti de Stapel-
tone proauit etc Quia dicit quod idem Robertus proauus etc tenementa illa de
seisina sua dedit deo et beate Marie et Monachis de Rupe Tenenda sibi et
successoribus suis in liberam puram et perpetuam elemosinam Et obligauit
se et heredes suos ad war(antizandum) etc Et profert hic quandam cartam
inde sub nomine predicti Roberti filii Willelmi de Stapeltone confectam
que testatur quod Idem Robertus proauus etc. concessit dedit et carta illa
confirmauit deo et beate Marie et Monachis de Rupe totam terram suam que
vocatur Hildebruchomps per has diuisas scilicet per viam que tendit de

by this deed enfeoff Richard our predecessor, and bound etc. to the warranty. Judgment whether you can have (an) action.

Scrope. What you say amounts to this, that he did not disseise him. Ready to aver our writ.

And he was not received to the averment.

Scrope. The tenements (are) not comprised (in the deed).

Issue joined.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 146 verso. Yorkshire.
Written by Burnedisshe.

Warin Scargil, by Hugh of Aberford, his attorney, demands against the Abbot of Roche one messuage, eight acres of meadow, and eight acres of wood with the appurtenances in Wyke¹ as his right and inheritance into which the said Abbot has no entry save after the disseisin which Richard, sometime Abbot of Roche, predecessor of the said Abbot Robert, thereof did unjustly and without judgment to Robert of Stapeltone, great-grandfather of the said Warin, whose heir he is, after the first etc. And concerning this matter the said Warin says that the said Robert great-grandfather etc. was seised of the said tenements in his demesne as of fee and right in time of peace in the time of Lord Henry the King, grandfather of our Lord the present King, taking thereof the esplees to the value etc. And from that Robert the right etc. descended to Emma and Clarice as to daughters and heirs etc. And from the said Emma the right of her share descended to one Roald as son and heir, and from that Roald because he died without heir of his body the fee etc. resorted to the said Clarice, sister of the said Emma the mother of the said Roald, as aunt and heir etc. And from the said Emma the right etc. descended to one William as son and heir etc. And from that William the right etc. descended to this Warin who now demands as to a son and heir etc. And into which etc. And as to this he produces suit etc.

And the Abbot comes by Thomas of Drifelde, his attorney, and defends his right when etc., and he says that the said Warin can claim no right in the said tenements on the seisin of the said Robert of Stapeltone, great-grandfather etc. For he says that the said Robert, great-grandfather etc., from his seisin gave those tenements to God and to Blessed Mary and to the monks of Roche,² to hold to themselves and to their successors in pure and perpetual alms, and he bound himself and his heirs to warrant etc. And he puts forward here a charter in this matter made (out) under the name of the said Robert the son of William of Stapeltone, which witnesses that the said Robert great-grandfather etc., granted, gave, and by that charter confirmed to God and to Blessed Mary and to the monks of Roche his whole land which is called Hildebruchomps within the following boundaries,

¹ There are two Wykes, one in Morley and one in Skyrack wapentake.

² Cistercian monks of Roche in Templenewsam and Thorpe Stapleton Yorkshire.

Note from the Record—continued.

Stane heges ad Cnothille et transit aquam de Tame et sic sursum ad alterum Cnothille scilicet apud Est et West et Northe quantum terra sua duravit cum tota Foresta et cum omnibus boscis pratis pascuis aquis et omnibus pertinenciis subtus terram et super terram et cum omnibus aliis rebus que infra predictas metas continentur sine aliquo retenemento. Tenendam et habendam in liberam puram et perpetuam elemosinam solutam et quietam ab omni seruicio seculari exaccione et demanda Ita quod dicti Monachi possint facere quicquid voluerint de omnibus que infra predictas metas continentur sine contradiccione impedimento vel calumpnia ipsius Roberti heredum suorum vel assignatorum suorum et sine placito foreste Preterea Idem Robertus concessit dedit et hac carta sua confirmauit predictis Monachis communam pasture a magna via que ducit de Stanheges vsque ad fontem aque de Tame uersus Northe vsque ad diuisas supradictas Et de Cnothille vsque ad Wodewardehille sicut aqua descendit uersus boscum de Tame habendam in liberam puram et perpetuam elemosinam Et Idem Robertus et heredes sui warantizabunt acquietabunt et defendent omnia predicta tenementa predictis Monachis de omnibus contra omnes gentes imperpetuum etc. vnde dicit quod si ipse ab aliquo alio inde implacitaretur Idem Warinus vt heres predicti Roberti proauit etc teneretur ei tenementa illa ei (*sic*) warantizare vnde petit iudicium si accio ei competere possit etc.

Et Warinus non potest dedicere quin predictum scriptum sit factum predicti Roberti proauit etc set dicit quod virtute illius scripti ab accione precludi non debet in hac parte quia dicit quod predicta tenementa que ipse modo petit et que posuit in visu suo non continentur in predicta carta nec infra metas seu diuisas in eadem carta contentas sicut predictus Abbas dicit Et hoc petit quod inquiratur per patriam.

Et Abbas similiter.

Ideo preceptum est vicecomiti quod venire faciat hic In Crastino purificationis beate Marie xii etc per quos etc Et qui nec etc ad recognoscendum etc Quia tam etc.

77. BEAUFORT v. THE ABBOT OF ST. ALBANS.¹I.²

Entre.

Willam Beaupol porta son bref dentre sur la disseisine vers labbe de seint Alban qe voleit qe labbe nauoit entre si noun pus la dis-

¹ Reported by C, E, F, G, P, R, T, X, Z.

² From F.

Note from the Record—continued.

namely, by the way which goes from Stanheges¹ to Cnothille and crosses the water of the Tame, and thus up to the second Cnothille, to wit, to the east and west and south as far as his land extends, with the whole forest and with all woods, meadows, pastures, waters, and all appurtenances below the ground and above the ground and with all the other things that are contained within the said boundaries, without reserving anything, to hold and to have in free, pure, and perpetual alms, absolved and quit of all secular service, exaction and demand, so that the said monks can do whatever they please with all that is contained within the said boundaries, without contradiction, hindrance or challenge (on the part) of the said Robert, his heirs or assigns, but without right to hold pleas of the forest. Moreover, the said Robert granted, gave, and by this charter of his confirmed to the said monks the common of pasture from the great road which runs from Stanheges to the source of the river Tame towards the north up to the said boundaries, and from Cnothille until Wodewardehille as the water comes down towards the wood of Tame, to have in pure and perpetual alms. And the said Robert and his heirs will warrant, acquit, and defend all the said tenements for the said monks in all respects against all men forever etc. And therefore he says that if he were impleaded in this matter by someone else, the said Warin as heir of the said Robert, great-grandfather etc., would be bound to warrant him those tenements. Therefore he prays judgment whether the demandant can have an action etc.

And Warin cannot deny that the said writing is the deed of the said Robert, great-grandfather etc., but he says that by virtue of that writing he ought not to be precluded from an action in this matter, because he says that the said tenements which he now demands and which he put in his view are not contained in the said charter nor in the metes and boundaries contained in the said charter, as the said Abbot says. And he prays that this be inquired by the country.

And the Abbot likewise.

Therefore the sheriff was commanded that he cause to come here on the Morrow of Purification of Blessed Mary twelve etc., by whom etc., and who are neither etc., to find etc., because both etc.

77. BEAUVER v. THE ABBOT OF ST. ALBANS.**I.****Entry.**

William Beauver brought his writ of entry upon disseisin against the Abbot of St. Albans,² (and the writ) ran that the Abbot had no

¹ All these local names are rendered in the spelling of the record.

² Hugh of Eversdone, 1308-26. Dugdale gives an account of his contentions with the town of St. Albans, and of the impoverished state of the

Abbey revenues due to his extravagance. It is especially mentioned that he received fines for letting lands on long leases, and that his death 'was as little regretted as his life had been respected' (*Monasticon*, ii. 195).

seisine qe vn Frere Thomas iadis Abbe fist a meme cesti W pus le terme etc.

Malm. Accioun ne put auer qe vn Richard iadis Abbe etc. fust seisi de ceux tenemenz cum del dreit de sa Eglise etc. le quel R. lessa ceux tenemenz a Willam le Bouer etc. frere cesti Willam q' heir il est et a ses heyrz en fee ferme rendant aly et a ses successours xxx s. par an ensi qe si les tenemenz ne fuissent gayues et ne fuserent etc. ou la rente arere vn an et il ne pout la rente leuer qe bien lirreit al auantdit Abbe etc. reentrer cele terre et ordiner a sa volunte et vous dioms qe en temps R. nostre predecessour. les tenemenz furent descouers et desclos et ne furent mie sustenuz. et la rente fut arere des troiz anz par qe il entra en la terre cum bien ly lust par vertue del escrit et demaundoms iugement etc.

Et mist auant vne endenture qe ceo tesmoign(eit) ¹en quel fet ne fut nul *dedi* ne *confirmaui*. Mes *quod nos Abbas et conuentus dimisimus ad feodi firmam* etc. et pus *quod*² *liceat abbati* etc. *recipere* etc. et ne mye *intrare*.¹

Scrop. Depuis qe vous auiez conu nostre seisine cum de fee et de droit et pur escuser vostre tort ne ditez autre chose mes qe vous entrastes etc. par vertue dun endenture qe veust qe bien list a vous areceiuere³ la terre. si la rente fust arere qe vous ne donne pas autorite dentrer la terre. qe resseite couent estre dautre bail et par tant auoit le tort conu iugement.

Malm. Nostre endenture vet qe a qel heure etc qe list anous reprentre³ (*sic*) et³ ordiner³ etc de puis qe vous ne poez dedire qe les tenemenz ne furent descheuz et la rente arere de iii. anz. iugement si nous ne pooms entrer.

Pass. De puis qe vous nauez poer dentrer forsque par vertue del escrit, ⁴et ceo⁴ ne poet faire plus larg(ement) qe lendenture purporte

¹⁻¹ This is a marginal addition. ² Follows *non* cancelled. ³ This is a later correction after a word has been scratched out. ⁴⁻⁴ Interlined in later ink.

entry save after the disseisin which one Brother Roger,¹ sometime Abbot, did to this same William since the term etc.

Malberthorpe. You can have no action because one John² sometime Abbot etc. was seised of these tenements as of the right of his church etc., and that John leased these tenements to John Beauver³ etc., brother of this William whose heir he is, and to his heirs in fee farm, rendering to him and to his successors 30s. a year, so that if the tenements were not cultivated and were not etc., or if the rent were in arrear for a year and he could not levy the rent, that it should be lawful for the said Abbot etc. to re-enter that land and dispose (of it) at his will. And we tell you that in the time of John our predecessor the tenements⁴ were roofless and unfenced and were not maintained⁵ and the rent was in arrear for three years, wherefore he entered into the land as he was entitled to do by virtue of the writing. And we demand judgment etc.

And he put forward an indenture which witnessed that, and in that deed there was no 'I gave' (*dedi*) or 'I confirmed' (*confirmavi*), but 'that we the Abbot and convent have leased in fee farm' etc., and then 'that it shall be lawful for the Abbot' etc. to receive⁶ etc., and not 'to enter.'

Scrope. Judgment. Since you have acknowledged our seisin as of fee and of right and to excuse your wrong you do not say anything else but that you entered etc. by virtue of an indenture which contained that it would be lawful for you to 'receive'⁷ (*receivere*) the land if the rent were in arrear—and that does not give you any authority to enter the land. For a receiving must be on another's delivery (bailment) and in so far you have confessed the wrong.

Malberthorpe. Our indenture says that whenever etc., it shall be lawful for us to 'take back' (*repentre*⁸) and dispose⁹ etc., (and) since you cannot deny that the tenements were decayed and the rent in arrear for three years, judgment whether we cannot enter.

Passeley. Since you have no power of entering save by virtue of the writing, you cannot give it a wider meaning than the indenture,

¹ Roger of Nortone, 1263-90, mentioned as active in the recovery of Abbey estates (*ibid.* p. 194).

² John of Hertford, 1235-63 (*ibid.*).

³ In 1310 there is mention of a messuage in St. Albans 'in the street called "Chirchestrat,"' between a certain tenement and that of the late John de Beauver (*Cal. Close* 1307-13, p. 329).

⁴ He means the buildings.

⁵ *I.e.* kept in proper state.

⁶ The ordinary meaning would be 'receive,' but the party claims that here it means 'take back.'

⁷ The demandant insists on the ordinary meaning of *recipere*. The French word is a later addition.

⁸ The tenant claims that *recipere* means 'to take back.' This word, too, is a later addition: cp. above note 7.

⁹ *ordiner*. This, again, is a later addition.

et ceo nest forsque de reprendre¹ ou de resseiuere et ceo sone dautri les par gey etc.

Berr. Lescrit voet reprendre¹ a sa volunte et ordiner et il dit qe pur ceo qe la rente fust arere etc il ordeyna et entra cum bien ly lust par qei vous dioms qe vous r(espondiez) si ceo soit vostre fait. ou noun.

Scrop. Nous ne poms dedire le les. mes nous vous dioms qe les tenemenz ne furent mie descheus ne la rente arere.

Et alii econtra.

Ideo ad xii.

II.²

Entre sur³ nouele disseisine ⁴ou le ouster fut auowe par vertu de un escrit.⁴

Williem⁵ le fiz ⁶Ihon le Bestluer⁶ porta soun bref dentre sur nouele⁷ disseisine uers le Abbe de seint Abban⁸ (*sic*) en les ques ⁹il nauoit⁹ entre si noun pus le disseisine qe Rogger predecussur mesme cesti Abbe de ceo enfit a Ih(on)¹⁰ pere mesme cesti Williem qe heir etc.

Mal. Atort se pleint. qar il ne put riens demander par la resoun qi ceuz tenemenz furent en ascum tens en la seisine Rogger nostre predecussur etc qi lessa mesme les tenemenz a Ih(on)¹⁰ pere Williem¹¹ et ces heires a¹² feoferme.¹³ atouz iourz rendaut xxx s(ous) par an al abbe etc issint quil ne lirreit¹⁴ pas¹⁵ lez tenemenz descheir¹⁶ ne qi la ferme¹⁷ ne fut pas arr(ere) vn an et sil auenist¹⁸ qi les tenemenz furent reuynous¹⁹ ou qi la rente fut arer(e) vn an qil bien lirreit al dist Abbe de reprendre mesme les tenemenz et fere de ceo ²⁰sa ordinaunce²⁰ al profit del²¹ eglise et pur ceo qe les tenemenz furent deschetes²² et la ferme arr(ere) iii. aunz en tens Rogger si entra il com bien lui list solom le purport del escrit.

Et mist auaunt lescrit qe temoyne ceo qil aueit dist.

Denoun. Qe Rogger vostre predecussur disseisi Ih(on)²³ nostre pere prest etc.

Berr. Resutez²⁴ uous le tenez²⁵ par le fet qil mettent contre²⁶ uous ?

Scrop. Le feet²⁷ ne voit²⁸ pas qe si les tenemenz deschucent²⁹ ou la rente seit arr(ere) vn an quil puce entrer mesme les tenemenz einz quil puce receiuere³⁰ par cele paroule *recipere*³¹ qi couendroit estre de

¹ This is a later correction after a word has been scratched out. ² From *P.* Compared with *R.* ³ *Add:* la *R.* ⁴⁻⁶ *Om.* *R.* ⁵ William *R.* ⁶⁻⁸ I. Balner *R.* ⁷ la *R.* ⁸ Aubaun *R.* ⁹⁻⁹ twice in *R.* ¹⁰ I. *R.* ¹¹ W. *R.* ¹² en *R.* ¹³ fee ferme *R.* ¹⁴ lereit *R.* ¹⁵ pus *R.* ¹⁶ giser frich(e) etc *R.* ¹⁷ forme *R.* ¹⁸ auensit *R.* ¹⁹ etc. *R.* ²⁰⁻²⁰ etc. *R.* ²¹ de sa *R.* ²² degaines (?) *R.* ²³ I. *R.* ²⁴ resceutes *R.* ²⁵ tenemenz *R.* ²⁶ en contre *R.* ²⁷ escript *R.* ²⁸ veut *R.* ²⁹ etc. *R.* ³⁰ retener *R.* ³¹ resepere *R.*

and that is only to 'take back' or to 'receive' (*reprendre ou . . . resseiuere*) and that means 'from another's lease.' Therefore etc.

BEREFORD C.J. The writing says 'take back' (*reprendre*) at his will and dispose, and he says that because the rent was in arrear etc. he disposed and entered as well he might. Therefore we tell you to answer whether this be your deed or no.

Scrope. We cannot deny the lease,¹ but we tell you that the tenements were not decayed nor the rent in arrear.

Issue joined.

Therefore to the twelve.

II.

Entry upon novel disseisin, where the ouster was avowed by virtue of a writing.

William the son of John Beauver brought his writ of entry upon novel disseisin against the Abbot of St. Albans, 'into which he had no entry save after the disseisin which Roger predecessor of the said Abbot had done thereof to John father of this same William whose heir' etc.

Malberthorpe. He unjustly complains, for he can demand nothing, because these tenements were at one time in the seisin of John, our predecessor etc. who leased these same tenements to John, William's father, and to his heirs in fee-farm for ever, rendering 30s. a year to the Abbot etc., so that he should not let the tenements decay, and that the rent should not be in arrear for a year. And if it happened that the tenements were ruinous or that the rent was in arrear for a year, it should be lawful for the said Abbot to take back the same tenements and dispose of them for the profit of the church. And because the tenements were decayed, and the rent in arrear for three years, in the time of Roger, he entered as he was entitled to do according to the purport of the writing.

And he put forward the writing which witnessed that which he had said.

Denom. Ready etc. that Roger your predecessor disseised John our father.

BEREFORD C.J. Did you receive the tenements by the deed which they proffer against you?

Scrope. The deed does not say that if the tenements were decayed or if the rent was in arrear a year, he could enter the said tenements, but that he could receive (them), (and this is expressed) by the word

¹ He means the deed.

nostre liuer(e) et depus qil est entre ¹et nest point¹ garr(anti) par my² lesp(eciau)te iugement etc.

*Inge.*³ Lescrit voit⁴ *recipere* ⁵*possit si etc. et*⁵ *retro capere*.

Denoun. Il vnt graunte le seisine nostre pere qi heir etc. et nous uoloms auerrer les pointz de nostre bref.

Mal. Verite est solom la forme⁶ del escrit.

Berr. Est ceo ⁷le fet uostre auncestre ou ne mie ⁷?

Et fur(e)nt chacez a ceo r(espondre) par agarde.

Scrop. Nous grauntoms bien le fet. Mes ditez nous de quel an le ferme fut arr(ere) etc.

Mal. Nous ne uous dirroms nient plus qi uous nous dirrez quel an d(e)ss(eisine) fut fete a u(ostre) auncestre. Et aceo ne serrez point chace. par la Court ne par la partie.

Scrop. La ferme nest mye arr(ere) de⁸ vn. prest etc.

Berr. Ne les mesons ruynous(es) ⁹r(espone)z a cel la.

E au drein.

Scrop. R(espondismes) al vn et a lautre.

Mal. Les mesouns deschetes¹⁰ et la rente arr(ere) de deuz aunz. prest etc.

Inquisicio. ¹¹*Ideo* etc.¹¹

III.¹²

Entre.

William de C¹³ porta soun bref dentre vers Labbe de saint Alban et demanda vn mes(e) ofue lez appurtenances en saint Alban etc. en le quel Labbe nad entre si noun p(ui)s la disseisine et¹⁴ qe Richard iadis Abbe etc. ¹⁵et predecessur etc.¹⁵ de ceo enfist a mesme cesti ¹⁶Richard le demandaunt.¹⁶

Malm. Nous vous dioms qe vn T. nostre predecessur fust seisi de cel mees en son demesne com de fee et de droit de sa eglise et lessa mesme ¹⁷lez tenemenz a Iohan Bower¹⁷ pere cesti William en ¹⁸fee ferme¹⁸ rendant par an xxx¹⁹ s(ous) a luy et a ses succ(essurs) etc. et si auynt qe la rente fust arer(e) vn an si gree ne seit fait des arrir(ages) en lan suwant ou si les mesouns fur(ent) descheus²⁰ ou d(i)scoueryz issi qe Labbe ne purra mie trouer²¹ destresse par vn an bien¹⁴ lirreit al abbe

¹⁻¹ e ne mye R. ² Om. R. ³ Ingge R. ⁴ veut R. ⁵⁻⁵ possint id est R. ⁶ nature R. ⁷⁻⁷ vostre fet ou ne mie ou le fet vostre auncestre etc. R. ⁸ par R. ⁹ etc. R. ¹⁰ descheiez R. ¹¹⁻¹¹ et alii econtra R. ¹² From T. Compared with C. Headnote from C. ¹³ Benuer C. ¹⁴ Om. C. ¹⁵⁻¹⁵ Om. C. ¹⁶⁻¹⁶ Willm. C. ¹⁷⁻¹⁷ le mees a Ion Beuer C. ¹⁸⁻¹⁸ forme C. ¹⁹ xx C. ²⁰ Add: et roygn(ou)s C. ²¹ fere C.

recipere and that would have to be by our delivery. And since he has entered and has no warrant by (any) specialty, judgment etc.

Inge. The writing runs, *recipere possit etc., id est retro capere* (he could receive if etc. ; that is, take back).¹

Denom. They have granted the seisin of our father whose heir etc., and we are willing to aver the points of our writ.

Malberthorpe. The truth is according to the form of the writing.

BEREFORD C.J. Is this your ancestor's deed or no?

And they were driven, by the ruling of the Court, to answer to this.

Scrope. We fully acknowledge the deed. But tell us for what year the rent was in arrear etc.

Malberthorpe. We shall not tell you any more than you will tell us in what year the disseisin was done to your ancestor. And to this you will not be driven, either by the court or by the party.

Scrope. The rent is not in arrear for a (year). Ready etc.

BEREFORD C.J. Nor the houses ruinous? Answer to this.

And in the end

Scrope. We have answered to the one and to the other.

Malberthorpe. The houses are decayed and the rent in arrear for two years. Ready etc.

Therefore etc.

Inquest.

III.

Entry.

William Beauver brought his writ of entry against the Abbot of St. Albans and demanded a messuage with the appurtenances in St. Albans etc. into which the Abbot has no entry save after the disseisin which Roger sometime Abbot etc. and predecessor etc. thereof did to this same William the demandant.

Malberthorpe. We tell you that one John our predecessor was seised of this messuage in his demesne as of fee and of right of his church, and leased the same tenements to John Beauver father of this William, in fee-farm, at a rent of 30s. a year to him and to his successors etc. And if it happened that the rent was in arrear for a year, if an agreement was not made in the following year as to the arrears, or if the houses were decayed or roofless, so that during a year the Abbot could not find distress, (that then) the Abbot and his

¹⁻¹ This according to *R.* The passage (he can receive etc. and take back). in *P* is obviously incorrect, since it Cp. the Record.
runs: *recipere possit etc. et retro capere*

et a ¹les succ(essurs) entrer¹ ²mesme les mees(es) et vous dioms qe la rente fust arr(ere) iii. anz et lees mees furent descouertz par quo(i) Labbe etc.²

Et mist auant vne endenture qe ceo testm(oigna) ³cum tali clausula³: Et si contingat quod redditus ou le mees⁴ descouertz ⁵ou descheutz⁵ etc. quod liceat predicto Abbati et successoribus suis recipere mesuagium predictum et illud disponere ad opus ecclesie sue etc.

⁵*Denom.* Tant amonte qe Richard vostre Predecessur nous dis(s(eisi)) pas nous voloms auerrer nostre bref.

Malm. Est ceo le fait vostre pere etc.

Et fut chace a ceo r(espondre).

Denom. Il ny ad nul parole en ceo fait qe vous doun poiar dentr(e) mais le fait voet recipere etc. receyure voet estre dautri baill(e).⁵

Ber. Volet autre chose dire?

Denom. Qe la rente ne fust vnqes arere etc. et qe les⁶ furent⁷ coueriez qant Richard vostre predecessur entra.

Et alii econtra. Etc.

IV.⁸

Entre sur disseisine.

Vn hom porta vn bref dentre founde sur la nouele disseisine vers Labbe de seint Alban. et demanda certeynz tenemenz et dist en les quex il nad entre si noun p(ui)s la disseisine qe vn Richard de Nortoun iadis Abbe de seynt Alban de ceo enfist a luy p(ui)s le passage etc.

Herle. Mesme cesti R. Abbe de seint Alban luy lessa mesme les tenemenz a fee ferme de rendre la verrei value de la terre et si la ferme fu arer ii. aunz et il ne feist pas son gree ou si nul damage auint sur les mesons. ou destrucc(ion) sur la terre qe list a luy dentrer. et pur ceo qe la ferme fu arer .ii. aunz et il ne fist pas son gree. et les mesons furent abatuz et tronez roinouses. si entra il com bien luy lust. iugement si accion poet il auoir.

Et mist auant fet qe cel testm(oigna).

¹ *Add:* etc. *C.* ²⁻³ This comes in *C* after qe ceo testmoigna. ³⁻³ Et fuit talis clausula *C.* ⁴ mesouns *C.* ⁵⁻⁵ *Om.* *C.* ⁶ *Add:* mesouns *C.* ⁷ *Add:* auenat(e)ment *C.* ⁸ From *E.*

successors should be entitled to enter the said houses. And we tell you that the rent was in arrear for three years and the houses were roofless, and therefore the Abbot etc.

And he put forward an indenture, which witnessed this, with this clause: And if it should happen that the rent (be in arrear or the houses roofless or decayed etc.¹) it shall be lawful for the said Abbot and his successors to receive² the aforesaid messuage and dispose of it for the use of his church etc.

Denom. This amounts to saying that Roger, your predecessor, did not disseise us. We are willing to aver our writ.

Malberthorpe. Is this your father's deed? etc.

And he was driven to answer to this.

Denom. There is no word in this deed that gives you the power of entering, but the deed says '*recipere*' etc. 'To receive' must be from another's delivery.

BEREFORD C.J. Do you want to say anything else?

Denom. That the rent was never in arrear etc. and that the houses were roofed when Roger your predecessor entered.

Issue joined, etc.

IV.

Entry upon disseisin.

A man brought a writ of entry founded upon the novel disseisin against the Abbot of St. Albans, and demanded certain tenements, and said, 'into which he has no entry save after the disseisin which one Roger of Norton sometime Abbot of St. Albans, thereof did to him since the passage' etc.

Herle. That same Roger Abbot of St. Albans leased to him these same tenements in fee-farm, rendering the true value of the land. And if the rent was in arrear for two years and he did not make an agreement, or (else) if any damage happened to the houses, or destruction to the land, it should be lawful for him to enter. And because the rent was in arrear (for) two years and he did not make an agreement, and the houses were destroyed and (were) found ruinous, he did enter as well he might. Judgment whether he can have (an) action.

And he put forward a deed which witnessed this.

¹ It may be conjectured that the reporter wished to reproduce the relevant words in Latin, and state shortly the intermediate passage in French. He apparently forgot to mention the second part of the passage about the

rent. Or perhaps Counsel read the Latin words and interposed the French instead of reading the whole passage.

² Here the doubtful word *recipere* occurs again.

Denum. Le fet voet qe list a luy de reseiuier les tenemenz et reseit ne poet estre fait saunz liure et il ne poet dire qil auoit la terre de nostre liure mes de sa teste dem(esne) entra et il ad conue nostre seisine. Iugement et prioms seisine de terre.

Ber. Est cel vostre fet qil mettent auant? qe coment qil entra nous tenoms cel entrer for qe auxi come vne reseite. par qey r(espondez) a vostre fet.

Denum. La rente nemye arer outre vn an, et les mesons reedifiez prest etc.

Pass. Plus de deux aunz arer et les mesons trouez roinousez et la terre ga(stee) prest etc.

Et alii contra.

V.¹

Feff(ement) s(ur) condicion dentrer.

Will. fiz W. Bealu porta bref dentre vers Labbe de saint Albane supposant lentre p(uis) la disseisine qe Roger son predecessur fist a W son pere.

Malm. Il ne put ren demander qar Roger nostre predecessur dona ces tenemenz par ceo fet endente a W son pere en fe simple auant statut a tenir deli et de ses successurs par les seruices de iii. s(ous) par an sur tel condicion qe qel hure qe la ferme fut arr(ere) par vn an ou si les mesons fussent eschuz qe lirr(eit) a Roger et ses succ(essurs) de entrer et vous dioms qe la ferme fut arr(ere) par iii anz et lez mesons eschuz par qei il entra par ceo fet. iugement etc.

Den. Vostre pred(ecessur) diss(eisist) W. nostre pere. prest etc.

Et ne fu pas r(ece)u.

Ber. R(espondez) si vostre pere receust les tenemenz par ceo fet.

Den. Le fet velt *liceat ei ten(ementa) recipere* et ceo ne p(eu)t il si noun par liure.

Inge. *Recipere .i. retro capere.*

Den. Dites de qels auntz la ferme fut arr(ere).

Et ne fut pas chace.

Denham. La ferme ne fut pas arr(ere) vn an tant com nostre pere fu seisi.

¹ From X.

Denom. The deed runs that it shall be lawful for him to receive the tenements, and receiving cannot be done without delivery, and he cannot say that he had the land of our delivery, but he entered on his own account, and he has acknowledged our seisin. Judgment, and we pray seisin of the land.

BEREFORD C.J. Is it your deed that they put forward? For albeit that he entered we hold that entry almost¹ the same as a receipt. Therefore answer to your deed.

Denom. The rent not in arrear over a year, and the houses rebuilt. Ready etc.

Passeley. More than two years in arrear, and the houses found ruinous, and the land uncultivated. Ready etc.

Issue joined.

V.

Feoffment on condition of entering.

William the son of John Beauver brought a writ of entry against the Abbot of St. Albans supposing the entry after the disseisin which Roger his predecessor did to John his father.

Malberthorpe. He cannot demand anything, for John our predecessor gave these tenements by this indented deed to John, the claimant's father, in fee simple, before the statute, to hold of him and of his successors by the services of 3s. a year, on such condition, that whenever the rent was in arrear for a year, or if the houses were decayed, it should be lawful for John and his successors to enter. And we tell you that the rent was in arrear for three years, and the houses were decayed. Therefore the Abbot entered by (virtue of) this deed. Judgment etc.

Denom. Your predecessor disseised John our father. Ready etc. And he was not received (to the averment).

BEREFORD C.J. Answer whether your father received the tenements by this deed.

Denom. The deed says, 'it shall be lawful for him to receive the tenements,' and this he cannot do except by delivery.

*Inge.*² *Recipere* (to receive) means *retro capere* (to take back).

Denom. Say for what years the rent was in arrear.

And he was not driven (to say).

Denom. The rent was not in arrear a year while our father was seised.

¹ for *qe*.

² This may conceivably be INGE J.,

who was on the Bench in the following term.

Ber. R(espone)z alautre p(art) ausi.

Denham. La ferme nent arr(ere) dun an neles mes(ons) eschutz prest.

Alii econtra.

VI.¹

Entre sur la disseisine ou le tenaunt auouwa lentre par vertu dun escrit en le quel y li auoit certain condicioun et pur ceo qe la condicioun ne fut pas tenu si fut lentre auowe.

Vn Ion porta soun bref dentre sur la disseisine vers labbe de seynt Edmund etc. et demanda vn mees etc. en le quel mesme cesti Abbe nad entre si noun pus la disseisine qun H. predecessour mesme cesti Abbe de ceo en fyt a mesme cesti Ion.

Malm. Sire nous vous dioms qe Ion ne put en ceo mees ren demander qe nous vous dioms qe cel mees fut en ascun temps en la seisine vn H. nostre predecessour qe lessa cel mees a Richard pere mesme cesti Ion a tenir a ly et a ces heirz a toz iours en fee ferme rendant a ly et a ces successeurs xx s par an et sil auenisyt qe Richard ou ces heirz lessassent le mees auaunt dit de cheyer par defaute de couerture ou defaillassent de la rente et ne fesitynt reperiler le mees ne ne paiassent la rente de deinz le an. qe adonqe lirreit al auaunt dit abbe et ses successeurs entrer les tenemenz et fere deceo cum de soun propre etc. al profyt de la mesone. et veiet icy soun fet qe le testmoigne.

Et le fet fut endente. et voleyt le fet. *quod Abbas et Conuentus concesserunt et dimiserunt sanz dedi* a Richard pere mesme cesti Ion. et pus en la spec(iale) clause qe testm(oigneit) qil pout entrer *vt supra vt predictum est.* et vous dioms qe la rente fut arere ii. aunz par qei H. nostre predecessour entra solom la purporte de ceo fet cum ben ly lust. iugement sil pusse ren demander.

Scrop. Tant amounte qe vostre predecessour ne nous disseisi poynt.

Berr. Il vous plede autrement, et mette auaunt le fet vostre pere qe testmoigne qe ben ly lust entrer solom la condicioun auaunt dit. et pur ceo grauntet primes le fet. ou dedites.

Et a ceo ly chasa la court.

Denom. Qe le mees ne fut pas discouert ne deschey. ne qe la rente est a rere auxi cum il vnt dyt. prest etc.

Et alii econtra.

¹ From G.

BEREFORD C.J. Answer the other part too.

Denom. The rent not in arrear for a year nor the houses decayed. Ready.

Issue joined.

VI.

Entry upon the disseisin where the tenant avowed the entry by virtue of a writing in which there was a certain condition. And because the condition was not kept, the entry was avowed.

One William brought his writ of entry upon the disseisin against the Abbot of St. Albans and demanded one messuage etc. into which the said Abbot has no entry save after the disseisin which one Roger predecessor of the said Abbot did thereof to the said William.

Malberthorpe. Sir, we tell you that William cannot demand anything in that messuage. For we tell you that that messuage was at one time in the seisin of one John our predecessor, who leased that messuage to John father of that same William, to hold to him and to his heirs for ever in fee-farm, rendering to (the Abbot) and to his successors 20s. a year. And if it should happen that John or his heirs let the aforesaid messuage decay, by defective roofing, or made default (in the payment) of the rent, and did not cause the messuage to be repaired or pay the rent within the year, it should be lawful for the aforesaid Abbot and his successors to enter the tenements and do thereof as of their own etc. for the profit of the house. And see here his deed which witnesses that.

And the deed was indented. And the deed ran, 'that the Abbot and convent granted and leased,' not 'gave' to John father of that same William. And then in the special clause (the deed) witnessed that he could enter 'as above, as has been said.' And we tell you that the rent was in arrear (for) two years, wherefore Roger our predecessor entered according to the purport of this deed, as he was entitled to do. Judgment whether he can demand anything.

Scrope. That amounts to this, that your predecessor did not disseise us.

BEREFORD C.J. He pleads otherwise (against) you, and puts forward your father's deed which witnesses that he was entitled to enter according to the aforesaid condition. And therefore first acknowledge the deed, or deny it.

And to this the Court compelled him.

Denom. Ready etc. that the messuage was not unroofed or decaying, nor is the rent in arrear as they said.

Issue joined.

VII.¹

Vn Abbe auant statut lessa certeinz tenementz a vn homme a fee ferme. rendaut par an etc. et puis fesoient vne endenture par entre eux qe si la rente fust arrere par vn an issint qe destr(esce) ne poet estre troue ou si le tenant soeffrist les Mesons deschayer qe bien lirreit al Abbe ou as ses seruic(es) (*sic*) dentrer et retenir etc.

Et fust agarde qil poet entrer solom les couenauntz entre eux faitz etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 150 verso. Hertfordshire.
Written by Luding⁷.

Willelmus de Beluero per Iohannem de Skeltone attornatum suum petit uersus Hugonem Abbatem de sancto Albano vnum mesuagium cum pertinentiis in villa de sancto Albano, in quod idem Abbas non habet ingressum nisi post disseisinam quam frater Rogerus de Nortone quondam Abbas de sancto Albano inde iniuste et sine iudicio fecit prefato Willelmo post primam etc.

Et Abbas per attornatum suum venit Et defendit ius suum qu(ando) etc Et dicit quod predictus Willelmus per breue suum iniuste supponit prefatum Rogerum quondam Abbatem etc. ipsum disseisiuisse etc. Dicit enim quod predictum mesuagium aliquando fuit in seisinâ cuiusdam Iohannis quondam Abbatis de sancto Albano predecessoris etc qui mesuagium illud cum pertinentiis dimisit cuidam Iohanni de Beluero patri predicti Willelmi cuius heres ipse est, Tenendum sibi et heredibus suis ad feodi firmam per conuencionem inter eos factam sub hac forma, videlicet quod predictus Iohannes et heredes sui singulis annis redderent prefato Abbati et successoribus suis et Camere sue triginta solidos pro predicto mesuagio, certis terminis etc Ita quod si predictus Iohannes vel heredes sui sufficienter non sustentassent domos et edificia ad dictum mesuagium spectancia cum defecissent, seu ea non reedificassent, si corruissent: vel saltim a solutione predicti redditus per vnum annum cessassent. Ita quod in anno sequenti tam de firma illius anni, quam de arrerag(iis) anni precedentis, non satisfecissent dicto Abbati vel successoribus suis, quod bene Liceret predicto Abbati et successoribus suis predictum mesuagium ingredi et retinere, et inde disponere pro voluntate sua vt de re sua propria et ecclesie sue etc, sine contradiccione ipsius Iohannis vel heredum suorum. Et dicit quod quia predicta firma ei a retro fuit per duos annos et amplius, et eciam pro defectu reparacionis edificiorum etc: intrauit predictus Abbas in predicto mesuagio cum pertinentiis per conuencionem predictam. De qua quidem conuencione idem Abbas profert quoddam scriptum sub nomine ipsius Iohannis patris

¹ From Z.

VII.

An Abbot before the statute¹ leased certain tenements to a man at fee-farm, rendering every year etc., and then they made between themselves an indenture that if the rent were in arrear for a year so that distress could not be found, or if the tenant let the houses decay, it should be lawful for the Abbot or his successors² to enter and retain etc.

And it was awarded that he could enter according to the covenants made between them etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 150 verso. Hertfordshire.
Written by Luding'.

William of Belvoir, by John of Skeltone his attorney, demands against Hugh, Abbot of St. Albans, one messuage with the appurtenances in the vill of St. Albans into which the said Abbot has no entry save after the disseisin which Brother Roger of Nortone, sometime Abbot of St. Albans, thereof did unjustly and without judgment to the said William after the first etc.

And the Abbot comes by his attorney and defends his right when etc. And he says that the said William unjustly supposes by his writ that the said Roger, sometime Abbot etc., disseised him etc. For he says that the said messuage was at one time in the seisin of one John sometime Abbot of St. Albans, predecessor etc., who leased that messuage with the appurtenances to one John of Belvoir father of the said William whose heir he is, to hold to himself and to his heirs in fee-farm by a covenant made between them in the following form, to wit, that the said John and his heirs should render every year to the said Abbot and to his successors and to their chamber 30s. for the said messuage on certain terms etc., so that if the said John or his heirs should not sufficiently keep up the houses and buildings belonging to the said messuage, if they should decay, or if they should not rebuild them, if they should collapse, or even if they should have ceased the payment of the said rent for one year, so that in the following year they should not make good to the said Abbot or to his successors for the rent of that (new) year as well as for the arrears of the preceding year, it should be lawful for the said Abbot and his successors to enter the said messuage and retain it, and dispose thereof at their will as of a thing which is their own and of their church etc., without contradiction on the part of the said John or his heirs. And he says that because the said rent was in arrear to him for two years and more, and also for default of repair of the buildings etc., the said Abbot entered into the said messuage with the appurtenances by the said covenant. And as to that covenant the said Abbot proffers here an indented writing under the name of John father

¹ Stat. Westm. II. cap. 32.

² The text seems to have 'servants,' but that looks like a mistake.

Note from the Record—continued.

etc indentatum, inter ipsum et prefatum Iohannem quondam Abbatem etc quod dimissionem et conuencionem predictas testatur, in hec verba :

Hec est conuencio facta inter venerabilem patrem I. dei gracia Abbatem de sancto Albano et eiusdem Loci conuentum ex parte vna, et Iohannem de Beluero ex altera, videlicet quod predicti Abbas et conuentus vnanimi consensu et voluntate dimiserunt ad perpetuam firmam dicto Iohanni et heredibus suis vnum mesuagium cum domibus super edificatis et vnam particulam terre que iacet iuxta coquinam eiusdem mesuagii in villa sancti Albani, in vico qui vocatur Kirkestrate quod quidem iacet inter domum que fuit quondam Willelmi Sp(e)ciar(e) ex vna parte et sopas que fuerant Iohanni (*sic*) fili(o) Mosys ex altera. cum omnibus Libertatibus et aysiamētis ad dictum mesuagium pertinentibus. Reddendo inde annuatim ad Cameram dicti Abbatis qui pro tempore fuerit triginta solidos sterlingorum ad quatuor terminos anni videlicet ad festum sancti Michaelis, ad Natal(ia) domini, ad Pascha (*sic*) et ad Natiuitatem sancti Iohannis Baptiste, ad quemlibet terminum septem solidos et sex denarios, et pro prefata parte terre singulis annis vnum denarium, scilicet ad Pascha (*sic*), eidem Abbati qui pro tempore fuerit soluend(os) pro omni seruicio, consuetudine, et exaccione : Saluis tamen eisdem Abbati et conuentui et successoribus suis omnibus consuetudinibus et Libertatibus dicte ville sancti Albani debitis et vsitatis, Et si forte contingat quod predictus Iohannes vel heredes sui dictas domos sufficienter non sustentaueri(n)t, et cum defecerint. non reedificauerint Ita quod predicta firma propter huiusmodi defectum per visum balliuorum dicti Abbatis, qui semel annuatim vna cum vicinis hominibus predictas domos videbunt, non possit inde solito more percipi, vel propter inpotenciam seu negligenciam per vnum annum a plenaria solucione dicte firme cessauerint, dummodo in anno proximo sequenti tam de arrerag(ii)s quam de firma annua non sati(s)fecerint : Licebit dictis Abbati et conuentui et eorum successoribus predictum mesuagium cum domibus et prefatam terram sine contradiccione sui vel heredum suorum in manum suam recipere, et de eis tamquam de rebus suis propriis et et (*sic*) ecclesie sue prout eis placuerit ad ecclesie sue vtilitatem disponere. Sciendum preterea quod predictus Iohannes vel heredes sui non poterunt predictum mesuagium domos vel prefatam terram alicui vendere dare vel in iudeismum ponere vel aliquo alio modo alienare nisi dictis

Note from the Record—continued.

etc., between him and the said John sometime Abbot etc., which witnesses the said lease and covenant, in the following words :

This is the covenant made between the Venerable Father John, by the grace of God Abbot of St. Albans, and the Convent of the said place of one part, and John of Belvoir of the other (part), to wit, that the said Abbot and Convent by unanimous consent and will leased in perpetual farm to the said John and his heirs one messuage with houses built thereon, and one small piece of land which lies near the kitchen of the said messuage in the vill of St. Albans, in the street called Church-street (Kirkestrate) which lies between the house that belonged at one time to William Speciare on one side and the shops which belonged to John the son of Moses on the other side, with all liberties and easements which belong to the said messuage, rendering therefor annually at the chamber of the said Abbot for the time being thirty shillings sterling at four terms of the year, to wit, at Michaelmas, at Christmas, at Easter and at the Nativity of St. John the Baptist, at each term 7s. 6d., and for the said parcel of land every year 1d., to wit at Easter, to be paid to the said Abbot for the time being, for all service, custom, and exaction, saving however to the said Abbot and Convent and (their¹) successors all customs and liberties of the said vill of St. Albans, due and used. And if it should happen that the said John or his heirs should not have kept up sufficiently the said houses, and should not have rebuilt them when they shall have decayed, so that through decay of this kind the said rent could not thereof be received in the usual way, according to the view of the bailiffs of the said Abbot, who once a year shall view the said houses together with men from the neighbourhood, or if through lack of means (*impotencia*) or negligence they should have ceased for one year to pay the said rent in full, so long as in the following year they shall not have made good both the arrears and the annual farm : then it shall be lawful for the said Abbot and Convent and their¹ successors to take back (*recipere*²) into their hand the said messuage with the houses and the said land, without contradiction³ on the part of him (John) or his heirs, and to dispose of them as of things of their own and of their church, as it shall please them, for the use of their church. Be it known, moreover, that neither the said John nor his heirs shall be able to sell, give, put in Jewry⁴ or in any other way alienate the said messuage, houses, or (the said) land, except

¹ It might seem that *successoribus suis* refers to the successors of the Abbot, and not of the Convent, since the Convent would be a corporation. Yet the deed contains twice *eorum successoribus*, and hence it is clear that the meaning is 'their' successors.

² We translate *recipere* in accordance with the contention of the tenant

(see above, p. 37) for reasons which appear below in note 3.

³ This expression seems to make it clear that the meaning of *recipere* was 'to take back,' for if the meaning were 'to receive' by delivery from the tenant, there would be no possibility of 'contradiction.'

⁴ *I.e.* mortgage.

Note from the Record—continued.

Abbati et conuentui et eorum successoribus, vel si forte petita ab eis fuerit Licencia, et dicto Iohanni vel heredibus suis fuerit concessa. Et vt hec concessio prout superius dictum est, robur imperpetuum obtineat, tam sigilla predictorum Abbatis et conuentus ex parte vna quam sigillum dicti Iohannis ex altera. huic scripto ad modum Cirographi confecto sunt apposita.

Et petit iudicium si predictus Willelmus accionem habere possit in hoc casu contra conuencionem predictam etc.

Et Willelmus bene concedit predictum scriptum esse factum predicti Iohannis patris sui. set dicit quod per scriptum illud eidem Willelmo preiudicari non debet etc. Dicit enim quod tempore quo predictus Abbas ipsum Willelmum disseisiuit de predicto mesuagio, predicta firma aretro non fuit eidem Abbati per vnum annum, nec eciam domus seu edificia mes(uagii) predicti ad tunc defecer(u)nt, seu minus sufficienter sustentata fuerunt, sicut predictus Abbas dicit Et hoc petit quod inquiretur per patriam.

Et predictus Abbas similiter etc.

Ideo preceptum est vicecomiti quod venire faciat hic in Octabis Purificationis beate Marie xii etc. per quos etc. Et qui nec etc. ad recognoscendum in forma predicta etc. Quia tam etc.

78. BERKELE v. LOUEL.¹I.²

³Fraunch(ise) chalaunge. Entre sur disseisine.³

Thom(as) de Berkeleye porta soun bref dentre fundu sur la nouele disseisine vers Iohan⁴ Louel Stonctescombe⁵ et demaunda $\frac{xx}{iii}$ acres de tere oue les appurtinauncez en Leylhamtone⁶ survint le baillif le

¹ Reported by *C, E, P, R, T.* ² From *P.* Compared with *R.* ³⁻⁵ Entre sur la nouele disseisine *R.* ⁴ *I. A.* ⁵ de Suwotescombe *R.* ⁶ Hamptone *R.*

Note from the Record—*continued.*

to the said Abbot and Convent and to their¹ successors, unless a licence shall have been asked from them, and shall have been granted to the said John or his heirs. And in order that this grant, as was said above, shall obtain validity forever, as well the seals of the said Abbot and Convent of one part as the seal of the said John of the other part have been put to this writing made in the form of a chirograph.

And he prays judgment whether the said William can have an action in these circumstances against the said covenant etc.

And William fully admits that the said writing is the deed of the said John, his father, but he says that by this writing no prejudice ought to arise to the said William etc. For he says that at the time when the said Abbot disseised the said William of the said messuage, the said rent was not in arrear to the said Abbot for one year, nor were the houses or buildings of the said messuage decayed at that time, or insufficiently kept up, as the said Abbot says. And he prays that this be inquired by the country.

And the said Abbot likewise etc.

Therefore the Sheriff was commanded that he cause to come here on the octaves of Purification of Blessed Mary twelve etc. by whom etc., and who are neither etc., to find in the said form etc., because both etc.

78. BERKELE *v.* LOUEL.

I.

Liberty challenged. Entry upon disseisin.

Thomas of Berkele² brought his writ of entry founded upon novel disseisin against John Louel of Snorscomb³ and demanded eighty acres of land with the appurtenances in Leekhampton.⁴ There intervened

¹ See note 1 on p. 40.

² Thomas of Berkele, of Cubberley (*Feudal Aids*, ii. 247, 271, 279), born on St. Botolph's Day, 1289, at Cubberley (*Cal. inq. p.m.* v. p. 164); proved his age and received lands held by his father, Giles de Berkele, 1311 (*Cal. Close* 1307-13, p. 298); commissioner of array in Gloucestershire in 1322 (*Cal. Pat.* 1321-24, p. 73).

³ See p. 44, note 3 to Note from the Record. Sir John Lovel of Snotescumbe is mentioned in 1293 (*Cal. inq. p.m.* iii. 66). In 1292 John Lovel of Snotescumbe arraigned a jury against John Lovel of Tichemersh to convict the jurors of an assize of mort d'ancestor (*Cal. Pat.* 1292-1301, p. 44). In 1293 he was one of the Justices to deliver Northampton gaol (*ibid.* p. 24); in 1305

and 1308 a commissioner of oyer and terminer in Northants (*ibid.* 1301-7, p. 349; 1307-13, p. 42); in 1311 in Gloucestershire (*ibid.* pp. 420, 421, 423), and in 1312 in Staffordshire, in which year he was appointed to deliver Worcester gaol (*ibid.* pp. 545, 546).

⁴ In Cheltenham Hundred. The manor etc. was held of the King in chief by Adam le Dispenser by the serjeanty of being the King's *dispensator* on Christmas Day, Easter Day and Whitsunday; one carucate of land was held of the Abbot of Fécamp for 10s. 8d. annual rent, and 40 acres of land and a several pasture of the heirs of Giles de Berkele for 4s. annual rent (*Cal. inq. p.m.* iii. 158). In 1316 J. Lovell is mentioned as one of the lords of the vill (*Feudal Aids*, ii. 273).

Abbe de Feskaunt¹ et dist qe la tere qe fut en demaunde, si fuit deinz la fraunchise de Sloustre² en la quele fraunchise il deiuent pleider chequn maner de bref etc. et mist auaunt la charte le Roi qi ceo testm(oigna)³ et la fraunchise ly fut graunte issint qe iour fut done a les partiez de estre ala Cour la⁴ fraunchise lendemeyn de la Typhanie⁵ aquel iour Iohan⁶ louel ⁷sei fit⁷ esson(e) la quele esso(ig)n(e) fut aiuge et aiurne issint qe Th(o)m(as)⁸ de Berk(eleye) reuint ala court le Roi et fit sa suggestioun qe la court le Abbe li faille⁹ de droit par quei il suit vne¹⁰ resom(ounce) del original bref qe i¹¹ demura en baunke la quele fut returnable¹² a lendemeyn des almes ; a quel iour les partiez vindrent et conterent vint le Baillife le Abbe de F et demaunda autrefeze la fraunchise.

*Walingham.*¹³ La fraunchise ne deuez auer: par la resoun qe les tenemenz qe sont en demaunde ne sount denz¹⁴ vostre fraunchise. ne deinz nul autre. einz sunt deinz le Houndr(ed) (scilicet) ¹⁵de Cirencestre en Gildable.¹⁵ a la commune ley prest del auerer pur le Roi et pur la partie.

Pass. Al auerement ¹⁶ne vendrez¹⁶ pas etc. qar einz ces houres demaund(i)oms nous la fraunchise de mesme ces tenemenz. ou la fraunchise nous fut graunte de la partie. par taunt grauntastez¹⁷ les tenemenz estre deinz la fraunchise et de ceo vouch(oms) record iugement si a nul auerement deuez auenir countre vostre graunt demesne fete en court qe porte record.

*Walingf.*¹⁸ Conisaunce de partie ne p(u)t¹⁹ point ouster le Roi de les²⁰ auauntages qe apendent a sa court demesne et del heure qe nous voloms auerer qe les tenemenz sunt en gildable. et hors de fraunchise de queus tenemenz la conisaunce apent. a la court le Roi et anul autre iugement si etc.

Pass. Vous estus²¹ reuenuz ceinz par vne resom(ounce) en supposant qe la court vous ad failli de droit. pur ceo dites en quel point ele vous ²²ad failli.²²

Spig. En taunt com vous tenistes play de ten(emen)z qe furent²³ hors de vostre fraunchise de quel play ²⁴la court nauoit²⁴ nul poer a

¹ F. R. ² Glouc. R. ³ testmoygne R. ⁴ de la R. ⁵ Tyffanie et R.
⁶ I. A. ⁷⁻⁷ fut R. ⁸ T. R. ⁹ feill. R. ¹⁰ or cancelled P. ¹¹ Om. R.
¹² returne R. ¹³ Wallingford R. ¹⁴ pas de R. ¹⁵⁻¹⁵ de S. R. ¹⁶⁻¹⁶ nauendretz R. ¹⁷ Add: vous mesme R. ¹⁸ Walling. R. ¹⁹ peut R. ²⁰ ces R.
²¹ estes R. ²²⁻²² est failly de droit R. ²³ sont R. ²⁴⁻²⁴ neuou R.

the bailiff of the Abbot of Fécamp¹ and said that the land which was in demand was within the liberty of Slaughter, in which liberty they might plead every kind of writ etc. And he put forward the King's charter which witnessed that. And the liberty was granted to him, so that a day was given to the parties to be at the Court of the liberty on the Morrow of the Epiphany.² On that day John Louel caused himself to be essoined, and that essoin was 'adjudged,'³ and (the case was) adjourned. Thereupon Thomas of Berkele came back to the King's Court, and made the suggestion that the Abbot's Court had failed to do him justice, wherefore he sued a resummons on the original writ which was remaining in the Bench. The resummons was returnable on the Morrow of All Souls. On that day the parties came and counted. There came the bailiff of the Abbot of Fécamp and once more claimed the liberty.

Wallingford. You ought not to have the liberty, because the tenements which are in demand are not within your liberty, or within any other, but are within the hundred (he named it) of Cirencester, in the geldable at the common law. Ready to aver it for the King and for the party.

Passeley. You cannot get to the averment etc. For before now we demanded the liberty as to the same tenements when the liberty was admitted by the party. Thereby you granted that the tenements are within the liberty, and in this matter we vouch the record. Judgment whether you ought to get to any averment against your own admission made in a court of record.

Wallingford. An admission by the party cannot oust the King of the advantages which belong to his own Court, and since we are willing to aver that the tenements are in the geldable and outside the liberty, and the jurisdiction over such tenements belongs to the King's Court and to no other, judgment whether etc.

Passeley. You have come back here by a resummons, supposing that the Court has failed to do you justice. Therefore say in what point it did fail you.

SPIGURNEL J. It seems to them that you failed to do him justice, inasmuch as you held a plea as to tenements which are⁴ outside your

¹ According to *Rot. Hund.* i. 178, 179, 182, the Abbot of Fécamp, who had the return of writs, pleas *de vetito namin* and all other royal franchises within his liberty, impeded common justice in almost everything, so that there was no response to the Justices itinerant and no obedience to royal officials.

The liberty of Fécamp included the hundreds of Cheltenham and Salmansbury and the vill of Slaughter (*Feudal Aids*, ii. 252, 273).

² The MSS. have 'Typhany.'

³ *I.e.* allowed.

⁴ Supplied from *R.*

conustre purceo qe les tenemenz furent en Houndr(ed) et en Gildable. si semble il a eux qe vous ly¹ faillistes de droit.

Pass. Cel ne p(u)t² il dire. del houre quil³ mesme nous graunterent la fraunchise.

*Berr.*⁴ De gei vous faillist la court de droit.

*Waling.*⁵ Saue a nostre seignur le Roi lauerement qe les tenemenz sunt en gildable etc nous plein(oms) qe la Court nous faillist de droit en taunt qe la ou nous ⁶fumes atturnez⁶ hors de la court le Roi taunqe ala de⁷ fraunchise. et certain iour fut done a les parties. a quel iour ceo⁸ fit esso(ig)n(e)⁹ la¹⁰ quele Th(o)m(as)¹¹ chalangea pur ceo qe Iohan¹² auoit atorne en mesme le plee au teu tens. et latturne nient esson(e) et partaunt voleit anientir lesso(ig)n(e). par quei nient countre esteaunt cel chalange aiorne¹³ les partiez. et agard(e)¹⁴ lasso(ig)n(e) pur bone et issint la court nous failli de droit.

Pass. Vous assingnez vn error en le procees et cel error ne p(u)t estre trie par vne resom(ounce) einz par bref de fauz iugement.

Berr. Il dist qe la court ly failli de droit. par la resoun de la iourne-ment sur lour chalaunge et par taunt bie il meitenir¹⁵ la plee ¹⁶qe est ceins par la resom(ounce).¹⁶

Pass. Cel ne¹⁷ pount il dire qar apres cel esso(ig)n(e) si demaunda il la vewe et auoit et par tant il accepta lesso(ig)n(e) bone.

Berr. Vous dites mal qar mes quil demaunda la vewe etc. partant nest point le tort puny ne redresce¹⁸ qe vous ly feistes par laiornement del esso(ig)n(e) qe fut anientable. par quei respondes outre.

* *Pass.* Dunqe dioms nous qe apres la resom(ounce) porte et apres ceo qe ¹⁹la partie fut¹⁹ som(onne) si vint il en mesme la court et app(ar)ut en countre son purchas. demesne et del houre qil apparut etc. la quele apparisaunce²⁰ dona plein poüer et iur(i)sdiccioun a la court iugement²¹ en ceo cas si ceinz ore deuoms respoudre.

*Waling.*⁵ Dounqe grauntez bien la resom(ounce) et qe iour fut done ales partiez solom vertue de la resom(ounce) par quele re-som(ounce) et aiornement poer de court fut ouste et iurisdiccioun en droit de cel plee esteint iugement si etc.

Pass. etc. vt supra.

Berr. Il dist qe apres la resom(ounce) porte et²² vostre suite demesne si apparustes en mesme la court. par quei respondes a cela.

¹ lur R. ² pount R. ³ qe eux R. ⁴ This was originally omitted in P and is added on the margin. ⁵ Walling. R. ⁶⁻⁸ sum(es) aiornez R. ⁷ court de la R. ⁸ il se R. ⁹ ason R. ¹⁰ le R. ¹¹ T. R. ¹² I. A. ¹³ aiornement R. ¹⁴ agarderent R. ¹⁵ meintenir R. ¹⁶⁻¹⁶ ceinz par la rep(onse) R. ¹⁷ Interlined in P. ¹⁸ endresse R. ¹⁹⁻¹⁹ les parties furent R. ²⁰ aparauce R. ²¹ iugement comes after en ceo cas in R. ²² a R.

liberty, and of such a plea the Court had no cognisance, because the tenements were in a hundred and in the geldable.

Passeley. He cannot say that, since they themselves admitted our franchise.

BEREFORD C.J. In what respect did the court fail to do you justice?

Wallingford. Saving to our Lord the King the averment that the tenements are in the geldable etc., we complain that the Court failed to do us justice, inasmuch as we were adjourned¹ out of the King's Court into the liberty, and a certain day was given to the parties, and on that day the defendant caused himself to be essoined, the which (essoins) was challenged by Thomas because John had an attorney at that time in the same plea, and the attorney was not essoined. And therefore he wanted to defeat the essoin. Therefore, notwithstanding that challenge, they¹ adjourned the parties and awarded the essoin (to be) good. And thus the Court failed to do us justice.

Passeley. You assign an error in the process and that error cannot be tried by a resummons but by writ of false judgment.

BEREFORD C.J. He says that the Court failed to do him justice by reason of the adjournment upon their challenge. And therefore he wants to uphold the plea which is here by the resummons.

Passeley. He cannot say that, for after that essoin he demanded the view, and had it, and thereby he accepted the essoin as good.

BEREFORD C.J. You are wrong, for even if he demanded the view etc., thereby the wrong which you did to him by the adjournment upon the essoin, which was annullable, is neither punished nor redressed. Therefore answer over.

Passeley. Then we say that after the resummons brought and after the parties¹ were¹ summoned, he came into that same Court, and appeared contrary to his own purchase.² And since he appeared etc., which appearance gave full power and jurisdiction to the Court, judgment whether³ in this case we ought to answer here.

Wallingford. Then you fully admit the resummons, and that a day was given to the parties by virtue of the resummons. By that resummons and adjournment the power of the Court was ousted and (its) jurisdiction in this plea extinct. Judgment whether etc.

Passeley etc. (as above).

BEREFORD C.J. He says that after the resummons brought upon¹ your own suing, you appeared in that same Court.⁴ Therefore answer to this.

¹ Supplied from *R.*

³ The arrangement of words in this

² *I.e.* purchase of the royal writ of resummons. sentence is according to *R.*

⁴ *I.e.* the court of the liberty.

II.¹

²De resomounce apres fraunchise graunte.²

Vn Ballif demaunda la fraunchise de C.

Denom. Vous ne deuez la fraunchise auer. care autre foiz vous demaundastez la fraunchise en mesme ceo bref et aueistez³ adonke⁴ qe si vous nous defaillastez de dreit qe nous retournassoms et vous nous auez failly de dreit. par qei nous sewymes vn resomounce. et issy sumes ceynz iugement si vostre fraunchise deuez auer.

Berr. Coment defaillist⁵ il de dreit.

*Denom.*⁶ Fut essone ⁷ou nous deymes qil auoit attourne en le plee. et il ne voleit le chalenge alower mes iugerent et aiournerent cel essoygn⁷ et issi nous vnt il failli de dreit iugement.

III.⁸

Nota.

Nota qe la ou vn bref fu porte vers vn tenant en baunk et le seignur demanda sa Court et sa Court luy fut grante et luy fu deliuere vn transescrip del bref pur garraunt de tenir le plee et pus pur ceo qe tort fu faite a le demandant en la Court le seignur si fist il resomondre le tenant de pleder en baunk et qant il vint en baunk si fu il chace par le seignur de assigner quele fausine luy fu faite.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 384 recto. Gloucestershire.
Written by Luding⁹.

Thomas de Berkele per simonem de Bircheton attornatum suum petit uersus Iohannem Louel de snottescumbe centum acras terre et centum et sexaginta acras pasture cum pertinenciis in Lekhamptone vt Ius et hereditatem suam, et in quas idem Iohannes non habet ingressum nisi per Almaricum le Despenser, cui Adam le Despenser illas dimisit, qui inde iniuste et sine

¹ From *C.* Compared with *T.* ²⁻² *Om. T.* ³ auoit la fraunchise *T.*
⁴ *Add:* fust dit *T.* ⁵ vous faillist *T.* ⁶ *Add:* le tenant *T.* ⁷⁻⁷ *Om. T.*
⁸ From *E.*

II.

Of a resummons after liberty admitted.

A bailiff claimed the liberty of Slaughter.

Denom. You ought not to have the liberty, for before now you demanded the liberty upon this same writ, and you had it; at that time it¹ was¹ said¹ that if you failed to do us justice, we should return (here), and you did fail to do us justice, wherefore we sued a resummons, and thus we are here. Judgment whether you ought to have your liberty.

BEREFORD C.J. In what way did he fail in justice?

Denom. He (the defendant) was essoined, when we said that he had an attorney in the plea. And (the Court) would not allow the challenge, but they gave judgment² and adjourned (upon) that essoin, and thus they failed to do us justice. Judgment.

III.

Note.

(Note that) a writ was brought in the Bench against a tenant, and the lord demanded his court, and his court was granted him and a transcript of the writ was delivered to him as a warrant for holding the plea. And afterwards, because a wrong had been done to the demandant in the lord's Court, he caused the tenant to be resummoned to plead in the Bench, and when he came into the Bench he was compelled by the lord to state what wrong had been done him.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 384 recto. Gloucestershire.
Written by Luding³.

Thomas of Berkele by Simon of Bircheton his attorney demands against John Louel of Snorscomb³ one hundred acres of land and one hundred and sixty acres of pasture⁴ with the appurtenances in Leckhampton as his right and inheritance into which the said John has no entry save by Emery le Dispenser to whom they were leased by Adam le Dispenser⁵

¹ Supplied from *T*.

² *I.e.* adjudged the essoin to be good.

³ This is a name similar to 'Snottes-cumbe.' Snorscomb lies in Northamptonshire, but there is no reason why a man from Northamptonshire should not have property in Gloucestershire.

⁴ According to *Cal. inq. p.m.* iii. 158,

Adam le Dispenser held 40 acres arable and a several pasture of the heirs of Giles de Berkele, paying 4s. yearly.

⁵ Adam le Dispenser held the manor of Leckhampton at his death, about 1295. Emery was his son and heir (*Cal. inq. p.m.* iii. 158).

Note from the Record—continued.

iudicio disseisiuit Egidium de Berkele patrem predicti Thome cuius heres ipse est, post primam etc.

Et Iohannes per attornatum suum venit Et dicit quod non debet ei inde ad presens ad hoc breue respondere etc. Dicit enim quod alias in Curia hic predictus Thomas per istud idem breue petiit uersus eum predicta teneamenta etc. Et tunc venerunt balliui libertatis Abbatis de Fiscampo de Sloghtre et pecierunt inde Curiam suam et optinuerunt per quod iidem balliui prefixerunt partibus diem apud Cheltenham infra libertatem predictam videlicet die martis proxima post festum Epiphanie domini anno regni domini Regis nunc quinto, Ad quem diem predictus Iohannes fuit esson(iatus) etc. Et predictus Thomas comparuit Et habuerunt hinc inde diem per esson(iatores) etc. vsque diem martis proximam ante festum Purificacionis beate Marie proximo sequ(entem) Et sic continuato hinc inde processu inter partes vsque diem martis proximam post festum sancti Ambrosii extunc proximo sequentem venerunt partes predictae et placitauerunt in eadem Curia Et postmodum antequam partes predictae fuerunt adiornate etc: predictus Thomas non fuit prosecutus etc per quod consideratum fuit in eadem Curia quod predictus Iohannes inde sine die et predictus Thomas et plegii sui de proseguendo essent in misericordia etc. Et hoc paratus est verificare etc Et ex quo vigor et effectus predicti breuis originalis extinctus est per predictum iudicium omnino etc: petit iudicium si per aliquod breue de resum(monicione) postea impetratum ad sectam predicti Thome super eodem breui originali ¹supponendo Balliuos Curie predictae de iusticia exhibenda defuisse, post Iudicium redditum¹ in prefata Curia debeat respondere.

Et predictus Thomas non potest dedicere quin ipse placitauit ¹et postea¹ non fuit prosecutus in prefata Curia vt predictum est.

Ideo consideratum est quod predictus Iohannes inde sine die Et predictus Thomas nichil capiat per predictum breue de resum(monicione) etc. set perquirat sibi per aliud breue originale etc si sibi viderit expedire etc.

¹⁻¹ Interlined.

Note from the Record—*continued*.

who wrongly and without judgment disseised thereof Giles of Berkele,¹ father of the said Thomas, whose heir he is, after the first etc.

And John comes by his attorney, and says that he ought not now to answer him to this writ etc., for he says that before now in this Court the said Thomas by this same writ demanded against him the said tenements etc., and then there came the bailiffs of the Abbot of Fécamp's liberty of Slaughter and prayed their court and obtained (it), wherefore the said bailiff fixed a day for the parties at Cheltenham within the said liberty, to wit, on (January 11, 1312) the Tuesday next following the feast of Epiphany in the fifth year of the reign of our Lord the present King. And on that day the said John was essoined etc. And the said Thomas put in an appearance, and hence they had a day in this matter by the essoiners etc., on (February 1, 1312) the Tuesday next preceding the feast of Purification of Blessed Mary next following. And thus, the process in this matter having been continued between the parties until (April 11, 1312) the Tuesday next following the feast of St. Ambrose² then next following, the said parties came and pleaded in the said Court, and afterwards before the said parties were adjourned etc., the said Thomas was non-suited etc., wherefore it was considered in the said Court that the said John (should go) hence without day and the said Thomas and his pledges for prosecution be in mercy etc. And this he is ready to aver etc. And he seeks judgment whether since the validity and effect of the said original writ are extinct altogether by the said judgment etc. after judgment given in the said Court, he ought to answer upon any writ of resummons afterwards purchased at the suit of the said Thomas, on the same original writ, on the supposition that the bailiffs of the said Court had failed to show justice.

And the said Thomas cannot deny that he pleaded and afterwards was non-suited in the said Court as was said before.

Therefore it was considered that the said John (go) hence without day, and that the said Thomas take nothing by the said writ of resummons etc., but that he shall demand (*perquirat sibi*) by some other original writ etc. if he sees fit etc.³

¹ Giles de Berkele of Cubberley 92, p. 458; *ibid.* 1292-1301, pp. 46, 113, (*Feudal Aids*, ii. 239) was sheriff of Herefordshire 1275-78. In 1290 he de-

mised lands in Hereford and Stonehouse (Cal. Pat. 1281-92, p. 361). In 1291, 1293, 1294 he was a justice of oyer and terminer and gaol delivery in Gloucestershire and Worcestershire (Cal. Pat. 1281-

² In 1312 the feast of St. Ambrose (April 4) was on Tuesday.
³ It is to be noted that the Court does not consider a new suit by the same demandant to be impossible.

79. ENGLEYS v. VINTER.¹I.²

Entre ou le bref fut abatu.

Vn Ric(hard) porta soun bref dentre devers vn Rob(ert) le vunt(er) et Alice sa femme. et dit en les queus mesme ceste Alice nad entre. si noun par Symund le port(er). qe atort et saunz iugement disseisi mesme cesti Ric(hard) pus le tenps etc.

Ston. Iugement du bref. qil suppose par soun bref qe Alice entra sole et vous dioms sire. qe lestat qe Alice ad. est ioynt oue Rob(ert) soun baroun du doun vn T. et veiet icy la charte qe testmoigne. iugement du bref.

Lauf. Nous voloms auerer nostre bref.

Ston. Si nous r(espondoms) a ceo bref. nous perdoms nostre voucher.

Lauf. *Vt prius.*

Herui. Si vous voillet abatre ceo bref. trauerset lentre.

Berr. Ceo ne veet il mye. mes il dit qe la ou il dit qe Alice entra sole par Symund. il dit qe Alice et Robert soun baroun entrerent ioyntement par le fet Thom(as) longe tenps deuaunt le bref purchase. et d(emaun)d(e)nt iugement du bref.

Berr. a lauf. Si vous portet vostre bref en le p(u)s. il nabatera iammes vostre bref.

Lauf. Dit qil voleit auerer soun bref. et autre chose ne dit.

Par qei le bref fut abatu etc.

¹ Reported by C, G, P, T.

² From G.

79. ENGLEYS *v.* VINTER.

I.

Entry where the writ was abated.

One John¹ brought his writ of entry against one Robert le Vineter² and Alice his wife, and said, 'into which the said Alice has no entry save by Simon le Porter³ who wrongfully and without judgment disseised the said John since the time etc.'

Stonore. Judgment of the writ, for he supposes by his writ that Alice entered sole, and we tell you, sir, that the estate which Alice has is joint with Robert, her husband, by the gift of one Thomas.³ And see here the charter which witnesses (it). Judgment of the writ.

Laufare. We will aver our writ.

Stonore. If we answer to this writ we shall lose our voucher.

Laufare (as before).

STANTON J. If you want to abate this writ, traverse the entry.

BEREFORD C.J. This he does not want (to do), but he says that whereas (the demandant) alleges that Alice entered sole by Simon, (in reality) Alice and Robert her husband entered jointly by the deed of Thomas, long before the purchase of the writ. And they demand judgment of the writ.

BEREFORD C.J. to *Laufare*. If you bring your writ in the *post* he will never abate your writ.

Laufare said that he was ready to aver his writ; and he did not say anything else.

Therefore the writ was abated etc.

¹ In 1273 John le Engleys and Richard his brother, merchants of Rochester, received licence to export wool (*Cal. Pat.* 1272-81, p. 36). In 1286 a safe-conduct for two years was granted to John le Engleys, burgess and merchant of Rochester, trading (*ibid.* 1281-92, p. 243). According to *Rot. Hund.* i. 225, the brothers bribed the bailiff of Rochester to allow them to export wool. In 1343 (*Cal. inq. p.m.* Misc. ii. 307) there is mention of a plot 30 ft. long in Rochester at the east arm of the bridge, belonging to John le Engleys.

² In 1311 a Robert le Vineter was among those unjustly detained in

Canterbury gaol (*Cal. Close* 1307-13, p. 317).

³ There is an obvious confusion in the names, for according to the Record the entry was by John le Reade to whom Richard le Engleys, disseisor of the demandant, had leased; according to the Record, again, the tenants claim that their entry was by Simon le Porter. On the other hand, the report says that the demandant alleged the entry to have been by Simon, and the tenants alleged that it was by one Thomas. Therefore we have thought best to reproduce the names according to the original.

II.¹

Entre sur disseisine.

Precipe A. et R. vxori eius quod etc. In quod eadem R. non habet ingressum nisi etc.

Ston. Lestat R. est ioint oue A. son baroun par le f(eo)f(fment) B. et par ceste charte iugement du bref.

Lamf. Qe R. entra par I. stoil prest etc.

Ston. Le baroun ad fee et dreit oue sa femme et ad sa garr(antie) vers soun feffour. qe sereit perdu si cesti bref estoise.

Berr. Si la femme vst entre par I. et pus vst enfeffe B. et pus vst repris estat soul. cele reprise nabatereit pas le primer entre. Mais la reprise fust a soun baroun et a ly.

Et pur ceo qil ne pout dedire ceo. le bref fust abatu.

III.²

Entre ³*super disseisinam in tercio gradu* vers home et sa feme ou il dit qe la feme nauoit etc. le baron dit qil auoit fee etc. *Casus* la femme primes prist etc. pus enfeffa vn autre et reprist etc. a ly et son baroun.

*Precipe Waltero et Alicie vxori eius etc. quod reddat vnum mesuagium in quod idem A. etc.*⁴ non habet ingressum nisi per Iohannem Russel cui⁵ Ricardus Lengley ei dimisit qui iniuste etc. disseis(iuit) Iohannem Lengl(ey) nec fecit³

⁶Vn homme et sa femme fir(ent) def(aute) et autrefetz la femme fit def(aute). le d(emaun)d(aunt) se prist a cel def(aute).

Ing. Coment qe la femme seit nome ele nad rien si noun com femme et le baroun est tenant del ent(ier)e et def(endi)st la seisine et fut r(ece)u a sa ley pur ceo qe le d(emaun)d(aunt) ne afferma nul estat en la femme de franctenement par plee etc. *nec fecit*⁶ *titulum in breui nec in narratione q(uam) disseisina*⁸ *propria*.

*Stan.*⁹ La ou vous dites qe Alice ad¹⁰ entre¹¹ par I. Rossell¹² nous¹²

¹ From *P*. ² From *C* and *T*. ³⁻³ This part is taken from *C*. Instead of this, *T* has the part marked ⁶⁻⁶. ⁴ Cancelled. ⁵ This stands in the place of a word scratched out. ⁶⁻⁶ This stands in *T* instead of the passage in *C* marked ³⁻³. There is no headnote in *T*. ⁷ From here to the end the text is from *T*, compared with *C*. ⁸ de seisina *C*. ⁹ Serop *C*. ¹⁰ nad *C*.
¹¹ *Add*: si noun *C*. ¹² *Om. C*.

II.

Entry upon disseisin.

Order A., and R. his wife, that etc. into which the said R. has no entry save etc.

Stonore. R. holds jointly with A. her husband by the feoffment of B. and by this charter. Judgment of the writ.

Laufare. Ready etc. that R. had sole entry by J.¹

Stonore. The husband has fee and right with his wife, and he has his (claim to) warranty against his feoffor, which (claim) would be lost if this writ stood.

BEREFORD C.J. If the woman had entered by J. and then had enfeoffed B. and afterwards had retaken (her) estate sole, such retaking would not abate the former entry. But the retaking was to her husband and herself.

And because (the demandant) could not deny this, the writ was abated.

III.

²Entry upon disseisin in the third degree against a man and his wife, where he said that the wife did not have etc. The husband said that he had fee etc. The case (was such that) the wife first took etc., then enfeoffed another and took back etc. to herself and her husband.

'Command Walter and Alice his wife etc. that they restore one message into which the said Alice has no entry save by John Russel to whom Richard Lengley leased it, having unjustly etc. disseised John Lengley,' nor has he made²

³A man and his wife made default, and at other time the woman had made default. The demandant betook himself to that default.

Inge. Although the woman is named, she has nothing save as wife, and the husband is tenant of the whole. And he defended the seisin and was received to his law because the demandant did not allege by (his) plea any estate of freehold in the woman etc., nor did he make³

⁴a title in the writ or in the count, (other) than (his) own disseisin.

Stonore. Whereas you say that Alice entered by John Russel,

¹ The *stoil* which follows was apparently understood by the scribe as the surname of John, whereas it ought to be 'soule' (i.e. sole).

²⁻³ This is taken from C. Instead

of this, T has the part marked ²⁻³.

²⁻³ This is taken from T. Instead of this, C has the part marked ²⁻³.

⁴ Here begins the part common to C and T.

vous¹ dioms¹ qe¹ lestat² Alice³ est iointe ofue Richard¹ soun baron par le feffement⁴ B et par ceste charte iugement¹ etc.¹

Laufer. Nous voloms auerer qe A entra par I. Rossell solom etc.⁵

*Ston.*⁶ Richard⁷ ad fee et droit ofue Alice et sa garr(antie)⁸ vers le⁹ feff(our) qe¹ perdu¹ est¹ si cesti bref estoise. ¹⁰qe long temps auant vostre bref purchace B. seisi et enfeffa Richard et Alice.¹⁰

Laufer. Vous¹ nous volet¹¹ chacer etc.¹² et¹ ceo ne poez fere¹³ sanz trauser lentre.

Ber. Si Alice vst entre par Iohan et¹⁴ pus enfeff(e)¹⁵ etc.¹⁶ et¹ pus reprist estat soul¹ cel repris ne abatereit pas le primer entre mais la reprise a¹⁷ son baroun et¹⁸ alui si fet.¹⁸ Et pur ceo ¹⁹issint est¹⁹ ou noun.

Lauf. Non potuit²⁰ dedicere.

*Ideo nichil*²¹ ¹per breue etc.¹

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 21 verso, Kent. Written by Luding'.

Iohannes le Engleys de Roff' senior per attornatum suum petit uersus Robertum le vineter de Maydenstan(e) et Aliciam vxorem eius vnum mesuagium cum pertinenciis in Maydenstan in quod eadem Alicia non habet ingressum nisi per Iohannem le Reade cui Ricardus le Engleys illud dimisit qui inde iniuste et sine iudicio disseisiuit prefatum Iohannem le Engleys post primam etc.

Et Robertus et Alicia per attornatum suum veniunt et dicunt quod non debent prefato Iohanni inde ad hoc breue respondere Dicunt enim quod cum predictus Iohannes per breue suum supponat ipsam Aliciam habuisse ingressum in predictis tenementis per predictum Iohannem le Reade solam etc: predicti Robertus et Alicia coniunctim (*sic*) habuerunt ingressum in predictis tenementis per quendam Simonem Potyn de Roff' qui de predictis tenementis eos feoffauit per cartam suam quam proferunt et que hoc testatur etc vnde petunt iudicium si ad hoc breue de huiusmodi ingressu ei respondere debeant in hoc casu etc.

Et Iohannes non potest hoc dedicere.

Ideo consideratum est quod predicti Robertus et Alicia eant inde sine die et predictus Iohannes nichil capiat per breue istud set sit in misericordia pro falso clam(io) etc.

¹ Om. C. ² Add: qe C. ³ Add: ad si C. ⁴ fet C. ⁵ eco qe
nostre bref veot C. ⁶ Scrop C. ⁷ W. C. ⁸ Add: est perdue qc ele ad C.
⁹ soun C. ¹⁰⁻¹⁶ Om. C. ¹¹ Add: vous donce C. ¹² al post C.
¹³ mye C. ¹⁴ Russel C. ¹⁵ ele feffe C. ¹⁶ B. C. ¹⁷ Add: ly
et a C. ¹⁸⁻¹⁹ est autre C. ¹⁹⁻²⁰ est ceo issint C. ²⁰ Add: hoc C.
²¹ cassatur C.

we tell you that the estate of Alice is joint with Richard her husband, by the feoffment of B. and by this charter. Judgment etc.

Laufare. We are willing to aver that Alice entered by John Russel according etc.

Stonore. Richard has fee and right with Alice, and his (claim to) warranty against the feoffor, which (claim) would be lost if this writ were to stand. A long time before the purchase of your writ B. was seised and enfeoffed Richard and Alice.

Laufare. You want to drive us (to the *post*¹), and that you cannot do without traversing the entry.

BEREFORD C.J. If Alice had entered by John, and then (had) enfeoffed etc., and afterwards (had) retaken (her) estate sole, such retaking would not abate the former entry. But the retaking to her husband and to herself does. And, therefore, is it so or no?

Laufare could not deny (that).

Therefore the writ ²is quashed.²

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 21 verso, Kent. Written by Luding'.

John le Engleys of Rochester, the elder, by his attorney demands against Robert le Vineter of Maidstone and Alice his wife one messuage with the appurtenances in Maidstone into which the said Alice has no entry save by John le Reade to whom it was leased by Richard le Engleys who wrongly and without judgment disseised thereof the said John le Engleys after the first etc.

And Robert and Alice come by their attorney, and they say that they ought not to answer the said John to this writ, for they say that whereas the said John supposes by his writ that the said Alice sole had entry in the said tenements by the said John le Reade etc., the said Robert and Alice had jointly entry in the said tenements by one Simon Potyn³ of Rochester who enfeoffed them of the said tenements by his charter which they put forward and which witnesses this etc. Therefore they pray judgment whether they ought in this case to answer him to this writ of an entry of this kind etc.

And John cannot deny this.

Therefore it was considered that the said Robert and Alice go hence without day, and that the said John take nothing by this writ but be in mercy for (his) false claim etc.

¹ Supplied from *C*. It means the writ of entry upon disseisin in the *post*.

²⁻² Supplied from *C*.

³ According to *Rot. Hund.* i. 224,

225, Simon Potyn of Rochester built a house outside the Watergate, and was engaged on the works of the tower of Rochester Castle.

80. BAYNARD v. PEUEREL.¹I.²

Entre sur la disseisine ou le tenaunt alegg(a) vn recouerer vers launcestre le demaundaunt par verdist de assise et le demaundaunt sei fist title de vn disseisine fet auaunt cel recouerer etc.

Robert Baignard porta son bref dentre sur la disseisine vers Iohan Peuerel et Iohane sa femme en les queus il nient entre. sy noun par vn Barth. de Rudham qe atort etc. disseisi son pere qe br.³ etc. Iohan et Iohane voucherent agarrantie Barth. le fiz Barth. de Rudham qe vient et garr(anti).

Scrop. La ou il suppose par son bref qe Barth. disseisi son pere. qi heir etc. nous vous dioms qe mesme cely Barth. fut nostre pere le quel porta vne assise de nouele disseisine vers⁴ Robert nostre⁵ pere qi heire

¹ Reported by *P*, *T*, *Z*. ² From *P*. ³ *Corr.* heir. ⁴ *vn* cancelled.
⁵ *Corr.* vostre.

80. BAYNARD *v.* PEUEREL.

I.

Entry upon disseisin where the tenant alleged a recovery against the demandant's ancestor, by verdict of an assize, and the demandant based his claim on a disseisin done before that recovery etc.

Robert Baynard¹ brought his writ of entry upon disseisin against John Peuerel and Joan his wife,² 'into which they have no entry save by one Bartholomew of Redham who wrongfully etc. disseised his (the demandant's) father whose heir etc.' John and Joan vouched to warranty Bartholomew the son of Bartholomew of Redham, who came and warranted.

Scrope. Whereas he supposes by his writ that Bartholomew disseised his father whose heir etc., we tell you that that same Bartholomew was our father (and that) he brought an assize of novel disseisin against Robert your father whose heir etc. and recovered

¹ Sheriff of Norfolk and Suffolk, April 1311-March 1312, October-November 1312; knight of the shire for Norfolk at Parliaments of Lincoln, 1316 (*Cal. Close* 1313-18, p. 326) and of Westminster, 1327 (*ib.* 1327-30, p. 107); keeper of the bishopric of Ely, 1310 (*Cal. Pat.* 1307-13, p. 268), and of Durham, 1328 (*Cal. Close* 1327-30, p. 254). He appears as commissioner of oyer and terminer, gaol delivery, array, peace, and as assessor and collector of the 20th, 15th, 25th (*Cal. Close* and *Pat.* 1307-29, *passim*); Justice of Pleas before the King for giving effect to Statute I. Ed. III. c. 3 (annulling fines, gifts of lands, etc. after the exile of Dispenser 1327) (*Cal. Pat.* 1327-30, p. 153). In 1327 he was granted 20 marks for his expenses in delivering gaols, making inquisitions etc. in Norfolk and Suffolk at his own cost (*Cal. Close* 1327-30, pp. 135, 165). In 1305 he is mentioned as one of those who stole the chests containing writs and rolls of the eyres of Hugh de Cressingham etc. in Lancaster etc., at Chedgrave, co. Norfolk (*Cal. Pat.* 1301-7, p. 345). He died about 1330 (*Cal. inq. p.m.* vii. 211). He held jointly with Maud, his wife, the manor of Hautbois of John de Warennia by knight service (*Cal. Close* 1330-33, p. 44; *Cal. inq. p.m.*, *loc. cit.*), and in 1312 he received

licence to crenellate his dwelling there (*Cal. Pat.* 1307-13, p. 492). For other lands etc. see *Feudal Aids*, iii., *passim*; *Cal. inq. p.m.* v. 346, vi. 331, 335.

Cal. inq. p.m. vii. 211 refers both to Maud, his wife, and to Lucy, daughter of Roger atte Asshe, his wife. Maud survived him (*Cal. Close* 1330-33, p. 44; *Cal. Pat.* 1330-34, p. 379; *Feudal Aids*, iii. 487, 503); Lucy is named as the heir of the manors of Colkirk, Bathley and Gateley, co. Norfolk, which Robert Baynard had held for life by the courtesy of England of her inheritance. No solution of the problem as to the co-existence of these two wives can be offered (*cf.* *Cal. Close* 1330-33, p. 81).

² They held the manors of Chickney, co. Essex, Great Melton and Bracon Ash, co. Norfolk, jointly of John's inheritance (*Cal. inq. p.m.* iii. 393, v. 296; *Cal. Pat.* 1307-13, p. 58), and other lands etc. in Norfolk of Joan's inheritance, as one of the daughters and heirs of Bartholomew de Redham (*Cal. inq. p.m.* v. 296; *Cal. Close* 1313-18, pp. 128, 151). In 1303 John Peverel was coroner for Essex, but was found insufficiently qualified (*Cal. Close* 1302-7, p. 39). He died October 14, 1315 (*Cal. inq. p.m.* v. 296), aged about thirty-nine (*ibid.* iii. 393).

etc. et recouer(i) tenemenz ques ore sount en demaunde par iugement qi ceo fist sur verdist dassise et de ceo vouchoms record par quei nous demaundoms iugement¹ sil puse accioun par cesti bref auer sanz mustrer plus tardife seisine ou plus eigne qe cel recouer ne fut.

Toud. Nous ne poms cel recoueryr dedire mes nostre accioun est fundu de vne disseisine fete par vostre auncestre a nostre pere. longe tens auaunt cel recouer et ceo voloms auer et demaundoms iugement si etc.

Denoun. Donqe dioms nous qe mesme les tenemenz etc. en semblment ou autrez. si furent asqun tens en la seisine vn piers. de Hauthboys. le quel murust sei*si* etc. apres qi mort entra vn Iohan com fiz et heir qe assinga la terce² partie de mesme les tenemenz. a vn Maude sa mere femme P. en doware dount les tenemenz demaundez sount parcele le quel Iohan dona les ii. partiez etc. ensemblement oue la reuersioun de la 3e partie qe M³ tynt en doware del dowement P. soun Baroun et soun assingnement a Esteuene de Rudham et a ses heirs par quel grant Maud se atturna. le quel E. murust sei*si* de les ii. parties apres qi mort entra Barth. de Rudham cum fiz et heir et sei*si* fut de la fealte Maud en quel tens Maud murust et Barth. entra cum en sa reuer*ci*oun

¹ A quarter of a line is left blank here after several words were scratched out.

² Interlined, after a word was scratched out. ³ Interlined.

(the) tenements which are now in demand, (namely,) by a judgment which was given upon (a) verdict of the assize.¹ And of this we vouch the record. Therefore we demand judgment whether he can have an action by this writ, without showing a seisin either later or earlier than that recovery was.

Toudeby. We cannot deny that recovery, but our action is founded upon a disseisin done by your ancestor to our father long before that recovery. And this we are willing to aver, and we demand judgment whether etc.

Denom. Then we tell you that these same tenements together with others were at one time in the seisin of one Peter of Hautbois, who died seised etc., (and) after whose death there entered one John as son and heir and assigned the third part of these same tenements in dower to one Maud, his mother, wife of Peter. The tenements (now) demanded are parcel of those. And the said John gave the two (other) parts etc., together with the reversion of the third part (which Maud held in dower, by the endowment of Peter her husband and by his assignment), to Stephen of Redham and to his heirs. By (reason of) that grant Maud attorned. Stephen died seised of the two parts; after his death there entered Bartholomew of Redham as son and heir, and was seised of the fealty of Maud. At that time Maud died, and Bartholomew entered as into his reversion, and he died seised.

¹ In May 1285, after this decision—in which Bartholomew de Redham recovered against Robert Baynard the elder one messuage, 130 acres of land, 20 acres of meadow and pasture, 5s. of rent—Robert and William Baynard complained that they had been unjustly disseised by B. de Redham who demised the lands in question to Queen Eleanor, so that the Queen's bailiffs took in hand 10 messuages, 7 cottages, 46 acres of land. A writ of novel disseisin against Bartholomew and the Queen's bailiffs was obtained before Loveday and de Ludham, but the King considered that the assize did not lie in such a case, and a commission of oyer and terminer was granted to de Lovetot and de Sancto Claro (*Cal. Pat.* 1281-92, p. 207). In January 1301 inquiry was made from what lands etc. beyond those recovered by the assize, Robert Baynard had been ejected, and in whose hands they now were etc., and it was found that the said bailiffs had occupied upon him

beyond the lands recovered by the assize 4 acres alderholt, 2½ acres of land and a free fishery in Great Hautbois, and a messuage and 12 acres of land in Scottow (*Cal. Close* 1296-1302, p. 415). In February it was also found that Bartholomew de Redham had occupied upon Robert Baynard beyond the lands recovered by the assize, the villeins, messuages and cottages in Hautbois above mentioned, and 2 messuages and 2½ acres of land in Scottow. At the same time the keeper of the manor of Aylsham was ordered to deliver to the heirs of B. de Redham the 130 acres etc. in Great Hautbois which he had recovered against R. Baynard, and from which the Queen's bailiffs had ejected him (*ibid.* p. 426). Some light may perhaps be thrown on the transaction by the fact that in 1275 Queen Eleanor was granted all the debts in which B. de Redham was indebted by charter to any Jews (*Cal. Close* 1272-78, pp. 184, 205).

qe murust seisi apres qi mort nous entramez. com fiz et heir et demaundoms iugement si vous pussez par cesti bref accioun vers nous auer. saunz ceo qe vous pussez mustrer qe vostre auncestre esteit seisi et disseisi auant le tens P. de hautbois qe estat nous et nos auncestres auoms hu par continuance saunz nul interrupcioun E si vous volez dire qe en soun tens. nous vous r(espoundrums).

Berr. Il voit auer qe soun auncestre fust¹ disseisi par vostre auncestre dount la chose qe vous alleggez. ore chiet en evidence du pais. par quei vous ne r(espondistes) pas² a son bref.

Scrop. De puis qe nous auoms allegge lestat. nostre feoffour continue en la persone nos auncestres. saunz ²nul manere de² interrupcioun et il ne mustre nul estat ne nul seisine pus cel tens, en ces auncestres estre demuraunt. qe ly donne accioun par cesti bref ne qe defet celi qe nous auoms alegge. si semble il amoy qe nous auoms assez respoundu.

Berr. Vous auez alegge vn recouerer etc. qe fut entre vos auncestres de vne part et dautre etc. Ieo pos qe lassise vst passe contre Barth. de R. qi heir etc. et il porta latteinte sur lassise et affirmast. soun estat par le feoffement. P. de Hautbois. cel estat ne ly eydreit pur latteinte etc. par quei il mesemble. pas quil besoigne a soun estat r(espoudre).

Herle. Latteinte ne sera iammes pris forqe sur les p(oints) del assise.

Scrop. Pur eiser la Court. si dioms nous qe Robert vostre pere qi heir etc. diss(eisi) nostre perē qi heir etc. issint qil porta la assise et sey fist title del feoffement. Iohan le fiz P. de Hautbois etc. et² del attournement Maud *ut supra* apres qi mort³ il entra en sa reuersioun. com bien li luyst et seisi fut. tanqe Robert vostre pere atort et sanz iugement etc. et sur cel point pria lassise ou Robert vostre pere vynt. e dist qe mesme cele M. tynt mesme les. tenemenz en noun de doware et la reuersioun a ly apres qi mort il entra. com bien ly lust saunz tort ou disseisine fere et sur cely point se mistrent en la assise par la quele troue fut le graunt Iohan fet a nos auncestres. et le attournement Maud. et la continuaunce saunz nul interrupcioun *vt supra* et nostre title par iugement sol(om) le verdist rendu afferme et le title vostre pere defet anienty et de ceo vouchoms record iugement si vous a cesti bref deuez

¹ *auet* cancelled.

² Interlined.

³ *mort* cancelled.

After his death we entered as son and heir. And we demand judgment whether by this writ you can have an action against us without being able to show that your ancestor was seised and disseised before the time of Peter of Hautbois whose estate we and our ancestors have had by continuance without any interruption. And if you want to say that in his time (your ancestor was seised), we shall answer you.

BEREFORD C.J. He wants to aver that his ancestor was disseised by your ancestor. What you allege now belongs to the evidence on that point to be put before the country. Therefore you have not answered to his writ.

Scrope. It seems to me that we have answered enough, since we have alleged (that) the estate of our feoffor (has been) continued in the person(s) of our ancestors, without interruption of any kind, and (since) he does not show any estate or any seisin which his ancestors had since that time and which would give him (an) action by this writ, or would defeat what we have alleged.

BEREFORD C.J. You have alleged a recovery etc. which was between your ancestors on either side etc. I put (case) that the assize had passed against Bartholomew of Redham whose heir etc., and he had brought the attainr against the assize and affirmed his estate by the feoffment of Peter of Hautbois. That estate would not help him for the attainr etc. Therefore it seems to me that he need not answer (as) to his estate.

Herle. The attainr shall never be taken save on the points of the assize.

Scrope. To ease the Court we say that Robert your father whose heir etc. disseised our father whose heir etc., so that (our father) brought the assize and based his title on the feoffment by John the son of Peter of Hautbois etc. and on the attornment of Maud (as above), after whose death he had entered into his reversion as he was entitled to do, and was seised until Robert your father wrongfully and without judgment etc., and on that point he prayed the assize. Then Robert your father came and said that the same Maud held the said tenements in the name of dower, and the reversion (belonged) to him, and after her death he had entered as he was entitled to do, without committing a wrong or disseisin. And on that point they put themselves upon the assize, by which was found the grant made by John to our ancestors, and the attornment of Maud, and the continuance without any interruption (as above). And by judgment given according to the verdict our title was affirmed, and your father's title was defeated (and) nullified. And as to that we vouch the record.

estre receu sanz mustrer coment nouel estat pus cel tens accrust a vostre auncestre.

Toud. Cely title qe nostre pere fist a lassise ne fut pur autre chose forqe excuser sa persone del tort et dela disseisine qe vostre pere ly surmist¹ par quei soun pleider ne son title etc. en tant² nous ne deit greuer.

Scrop Iustice. Ceo qe vous aleggez ore si le pernez autre feze pur euidence.

Denom. Sire si nous pleidassoms alenqueste symplement etc. lenqueste ne dorreit ia fei anul recouerer qe sei fist et sil ne dest aquel tens la disseisine fut fete dount il prent saccioun. si ensuereit qe hoime pureit ateyndre vn pais par vn autre sur vn meme p(oint) e sur vn mesme tens. qe nest mye suffrable de ley *quia non iacet assisa super assisam nec inquisicio super inquisicionem* etc. et del houre qe la continuaunce fut troue par verdit dassise en la persone voz³ auncestres etc. saunz ceo qe vostre auncestre vnqe estat. naueit nous demaundoms iugement sil ne deiuent a cel respoundre.

Mal. Le pais vous dirra de quel tens nostre⁴ prent fundement en quele disseisine.

Scrop. Vous nauendrez pas qar si ioe porte vne assise de nouele disseisine vers I. denoun et² me face tytle ala seisine et die qe Robert de Mal. tient les tenemenz a terme de sa vie et la reuersioun est amoy regard(aunte) apres qi mort ieo entray com en ma reuersioun taunqe Iohan denoun moy disseisi etc. Iohan die qe Robert tient mesme les tenemenz de son lees a terme de vie apres qi mort il entra frechement com bien luy lust saunz tort etc. et issinke sur cele p(oint) par myse de partiez lassise chargee. et die qe Robert tient a terme de vie et la reuersioun fut amoy etc. par quei seisine moy seit agarde si pus apres Iohan denoun porte vne assise vers moy de mesme les tenemenz et ieo alegge le record contre luy etc. il nauendra iames. alassise saunz mostrer eigne seisine qil nauoit en le tens Robert de Mal. ou qil fut seisi viauant Robert *vt hic*.

Herle le denia.

Stonore. Si Robert vostre pere qi heir etc. vst porte vne assise

¹ The *m* is doubtful. ² Interlined. ³ *Corr.* noz. ⁴ *Suppl. bref.*

Judgment whether you ought to be received to this writ, without showing how a new estate accrued to your ancestor since that time.

Toudeby. That title which our father made at the assize was for nothing else but to excuse his person of the wrong and the disseisin which your father was laying to his charge. Therefore (neither) his pleading nor his title etc. (in that connection) should hurt us.

SCROPE J. Use as evidence at another time what you now allege.

Denom. Sir, if we plead to the inquest simply etc., the inquest would not believe in any recovery that had been had, unless he said at what time the disseisin on which he takes his action was done. It would follow that one could attain one country¹ by another upon the same point and as to the same time. And this is not sufferable by law, because there does not lie an assize upon (another) assize or an inquest upon (another) inquest etc. And since by verdict of an assize there was found the continuance in the person(s) of our ancestors etc. while your ancestor never had (any) estate, we demand judgment whether they ought not to answer to this.

Malberthorpe. The country will tell you from what time (and) on what disseisin our writ is based.

Scrope. You cannot get (to that), for (suppose the following case²): I bring an assize of novel disseisin against *John Denom* and make my title to the seisin, and say that *Robert of Malberthorpe* held the tenements for term of his life, and the reversion belongs to me; after his death I entered as into my reversion, (and was seised) until *John Denom* disseised me etc. John says that Robert held these same tenements of his lease for term of life, and after his death he entered again as he was entitled to do, without wrong etc. And thus on that point, by a mise of the parties, the assize is charged and says that Robert held for term of life and the reversion belonged to me etc. Therefore seisin is awarded to me. If afterwards *John Denom* brings an assize against me for the same tenements and I allege the record against him, etc., he will never get to the assize without showing seisin earlier than he had at the time of *Robert of Malberthorpe*, or (without showing) that he was seised during Robert's life. The same here.

Herle denied it.

Stonore. If Robert your father whose heir etc. had brought an

¹ I.e. that one could reverse the finding of an inquest of one venue by the finding of that of another. in order to make possible shorter sentences; the speech as reported is too involved.

² This addition seems advisable

de nouele disseisine vers nostre pere etc. et il vst mys countre ly le record del primer assise qe passa entre eux ou il¹ sei firent title ambedeuz il ne vst mye este reseu saunz mustrer eigne title qe soun primer nefut pur ceo qe assise sur assise nient plus ne seriez vous receu a cesti bref qe prent sa nesaunce de disseisine saunz moustrer coment etc.

II.²

Robert Baynard porta son bref dentre foundu sur la nouele disseisine et demaunda certeinz tenemenz en hautbois uers Iohan de reddham et dit en les quex Iohan nad entre si noun par Barth. de R. qe atort etc. disseisi Robert Baynard piere cesti R. qi heir il est.

Scrop. Berth. nostre piere porta vn assise de nouele disseisine uers Robert soun piere etc. certein iour an et lieu dont acerteyn fustil par quel assise il recouera : iugement si accioun uers nous poez auer.

Malm. Nous portoms nostre bref dun disseisine fait anostre piere de plus com de temps auant.

Scrop. Nous vous dioms qe vn Piers fust seisi du maner de hautboys en qi temps vne Maude tient la tierce partye du maner auantdit enf(ef)f(a) Berth. nostre piere et granta la reuercioun de la terce partye qe Maud tient en dower et³ B. etc. par quel grant Maud se atturna a B. et pus murust Maude apres qi mort B. vostre⁴ piere entra et fust seisi tant qil fut disseisi par Robert dequel disseisine B. recoueri etc. et⁵ cel assise B. allegg(a) cel continuaunce et ceo fust troue par uerdit etc. et demaundoms iugement si vous⁶ pussez allegger seisine du temps auant la seisine Piers de Hautbois si vous deuez estre r(eceu).

Malm. Ceo ne proue mye qe Robert nostre piere ne fust seisi auant le recouerer B. vostre piere.

Scrop. Ceo fust troue par uerdit et ceo poms auerer par record etc. par quey il vous couent allegger seisine auant lestat Pieres de Hautbois.

¹ Interlined. ² From *T.* ³ *Corr.* a. ⁴ *Corr.* nostre. ⁵ *Corr.* en.
⁶ *Add*: ne.

assize of novel disseisin against our father etc., and (the latter) had put (forward) against him the record of the first assize that passed between them, when both of them made their titles, (your father) would not have been received without showing a title elder than his first had been, because an assize (does not lie)¹ upon an assize. Neither will you, without showing how etc., be received to this writ which takes its origin from (a) disseisin.

II.

Robert Baynard brought his writ of entry founded upon novel disseisin, and demanded against John Peuerel certain tenements in Hautbois, and said, 'into which John has no entry save by Bartholomew of Redham who wrongfully etc. disseised Robert Baynard father of this Robert whose heir he is.'

Scrope. Bartholomew our father brought an assize of novel disseisin against Robert his father etc., on a certain day, (in a certain) year and (at a certain) place, and by that assize he recovered. Judgment whether you can have an action against us.

Malberthorpe. We bring our writ as to another disseisin done to our father at a much earlier time.²

Scrope. We tell you that one Peter was seised of the manor of Hautbois, and in his time one Maud held the third part of the said manor. (Peter) enfeoffed Bartholomew our father and granted the reversion of the third part (which Maud held in dower) to Bartholomew etc. By that grant Maud attorned to Bartholomew, and afterwards Maud died; after her death Bartholomew our father entered and was seised until he was disseised by Robert. Upon that disseisin Bartholomew recovered etc. At that assize Bartholomew alleged the³ continuance, and that was found by (the) verdict etc. And we demand judgment whether you ought to be received unless you can allege seisin at a time before the seisin of Peter of Hautbois.

Malberthorpe. That does not prove that Robert our father was not seised before the recovery by Bartholomew, your father.

Scrope. That was found by verdict, and we can aver it by record etc., therefore you must allege seisin before the estate of Peter of Hautbois.

¹ Apparently counsel cited only the first words of the legal maxim.

² This reading seems very doubtful.

³ Or 'that.' He obviously refers

to the continuance in the persons of his ancestors, which, however, was not yet mentioned in the present version of the report.

Berr. Del estat Pieres il nauera iammes appeint qe les poyntz del assise ne sount fors qe seisi et disseisi par qei qant qe vous dit nest qe euidence alenquest et pur¹ r(espondez) etc.

III.²

Entre sur disseisine.

En vn bref dentre foundu sur la disseisine en les queux le tenant nad entre si noun par B. qe disseise le pierre le demandant et le tenant qe son pierre recoueri par assise de nouele disseisine vers le pierre le demandant a tiel temps etc. iugement si a ceste bref etc.

Le demandant dist qil porta cesti bref dun disseisine fete a son pierre deyne temps cel recouerer etc.

Le tenant allegg(a) coment les tenemenz a ore demandez furent en la seisin vn P. qe les tient en douwere dun G. fitz et heir le baroun P. le quel granta la reuersion al Pierre le tenant par quel grant P. sattorna apres qi mort son pierre entra com en sa reuersion et cele continuaunce fust allegge en lassise de nouele disseisine et troue par verdit *s(cilicet)* du temps le baroun la taunt (*sic*) qe son pierre fust entre etc. et seisi taunqe il fust disseisi par le pierre le demandant iugement sanz ceo qil purra moustrer la seisine son pierre auant la seisin le baron la femme si a ceste bref etc.

Et dictum fuit qe ceo ne fust qe vne euidence al enqeste qil ne lui disseisi pas par Iustic(es) etc.

Notes from the Record.

I.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 244 recto. Norfolk.
Written by Burnedisshe.

Robertus filius Roberti Baynard petit uersus Iohannem Peuerel et Iohannam vxorem eius triginta et octo acras terre et vnam acram prati cum pertinenciis in Magna Hauboyes vt Ius et hereditatem suam et in quas eadem Iohanna non habet ingressum nisi per Bartholomeum de Redham qui illas ei dimisit qui inde iniuste et sine iudicio disseisiuit Robertum Baynard patrem predicti Roberti cuius heres ipse est post primam etc. Et vnde Idem Robertus filius Roberti dicit quod predictus Robertus Baynard pater etc. fuit seisitus de predictis tenementis in dominico suo vt de feodo et iure tempore pacis tempore domini E Regis patris domini Regis nunc Capiendo inde expletas

¹ *Suppl.* ceo.

² From Z.

BEREFORD C.J. He will never have support (?) from the estate of Peter, for the points of the assize are only 'seised and disseised.' Therefore all that you say is only evidence for the inquest, and therefore answer etc.

III.

Entry upon disseisin.

A writ of entry founded upon disseisin: 'Into which the tenant has no entry save by Bartholomew who disseised the father of the demandant.' And *the tenant* (said) that his father recovered by assize of novel disseisin against the father of the demandant, at such time etc. Judgment whether to this writ etc.

The *demandant* said that he brought this writ as to a disseisin done to his father at an earlier time than that recovery etc.

The *tenant* alleged that the tenements now demanded were in the seisin of one Maud who held them in dower of one Peter son and heir of the husband of Maud, who granted the reversion to the father of the tenant, and by (reason of) that grant Maud attorned. After her death his father entered as into his reversion, and that continuance was alleged in the assize of novel disseisin and was found by (the) verdict, namely, from the time of the husband until his father entered etc., and (it was found that he was) seised until (he was) disseised by the father of the demandant. Judgment whether to this writ etc. if he cannot show the seisin of his father before the seisin of the husband of the woman.

And it was said (by *the Justices*) that it was only a (point of) evidence for the inquest that he did not disseise him etc.

Notes from the Record.

I.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 244 recto. Norfolk.
Written by Burnedisshe.

Robert the son of Robert Baynard demands against John Peuerel and Joan his wife thirty-eight acres of land and one acre of meadow with the appurtenances in Great Hautbois as his right and inheritance, into which the said Joan has no entry save by Bartholomew of Redham who leased them to her and who unjustly and without judgment disseised thereof Robert Baynard, father of the said Robert, whose heir he is, after the first etc. And concerning this matter the said Robert the son of Robert says that the said Robert Baynard father etc. was seised of the said tenements in his demesne as of fee and right in time of peace in the time of Lord Edward the King father of our Lord the present King, taking the esplees

Notes from the Record—*continued.*

ad valenciam etc. Et de ipso Roberto descendit Ius etc. isti Roberto qui nunc petit vt filio et heredi Et in que etc. Et inde producit sectam etc.

Et Iohannes et Iohanna per Ranulphum de Trows attornatum suum veniunt Et defendunt Ius suum qu(ando) etc. Et alias dixerunt quod predicta tenementa simul cum aliis tenementis dudum fuerunt in seisina cuiusdam Bartholomei de Redham qui inde obiit seisitus in dominico suo ut de feodo etc. post cuius mortem hereditas ipsius Bartholomei descendit ipsi Iohanne et quibusdam Agneti vxori Thome de Framelingham et Margarete vxori Willelmi de Neutone ut filiabus et heredi etc. Inter quas hereditas illa partita fuit Ita quod tenementa nunc uersus ipsos Iohannem et Iohannam petita contingebant ipsam Iohannam in propartem etc. Et pecierunt auxilium de predictis Thoma et Agnete Willelmo et Margareta partibus (*sic*) etc. Qui quidem participes alias scilicet in Crastino sancti Martini anno Regni Regis nunc quinto summoniti fuerunt ad respondendum simul etc. Et predicti Willelmus et Margareta tunc non venerunt etc. Et predicti Thomas et Agnes ad diem illum fecerunt se esson(iari) etc. Et habuerunt diem per esson(iatores) suos hic a die Pasche in tres septimanas proximo sequentes Ad quem diem iidem Thomas et Agnes non venerunt Ita quod tunc consideratum fuit quod predicti Iohannes et Iohanna responderent sine etc.

Et iidem Iohannes et Iohanna dicunt quod non debent eidem Roberto inde respondere Quia dicunt quod predictus Bartholomeus quem predictus Robertus asserit disseisiuisse predictum Robertum Baynard patrem etc. de predictis tenementis alias coram Iohanne de Louetot et Luca de Tany Iusticiariis ad placita domini E Regis patris domini Regis nunc assignatis apud Aylesham in Comitatu predicto scilicet in Crastino circumsicionis (*sic*) domini anno regni sui Nono arrain(auit) quandam Assisam noue disseisine uersus predictum Robertum Baynard patrem etc. de predictis tenementis nunc uersus eos petitis et de aliis tenementis etc. per quam assisam Idem Bartholomeus predicta tenementa uersus ipsum Robertum Baynard patrem etc. recuperauit vnde dicunt quod predictus Bartholomeus habuit ingressum in predictis tenementis per iudicium Curie domini Regis sicut predictum est et non per disseisinam etc.

Et Robertus non potest dedicere quin predictus Bartholomeus recuperauit predicta tenementa per predictam Assisam coram prefatis Iusticiariis sicut predictum est set dicit quod hoc ei obstare non debet in hac parte etc. Quia dicit quod predictus Robertus Baynard pater etc. diu ante seisinam predicti

Notes from the Record—continued.

thereof to the value etc. And from that Robert the right etc. descended to this Robert who now demands as to a son and heir. And into which etc. And as to this he produces suit etc.

And John and Joan come by Ranulph of Trows, their attorney, and defend his right when etc. And before now they said that the said tenements together with other tenements were aforetime in the seisin of one Bartholomew of Redham who died seised thereof in his demesne as of fee etc., and after his death the inheritance of the said Bartholomew descended to the said Joan and to one Agnes the wife of Thomas of Framelingham and Margaret the wife of William of Neutone, as daughters and heir etc.,¹ and the said inheritance was divided between them, so that the tenements now demanded against the said John and Joan became the share of the said Joan etc. And they demanded aid of the said Thomas and Agnes, William and Margaret, parceners etc. And the said parceners were before now, to wit, on (November 12, 1311) the Morrow of Martinmas in the fifth year of the reign of the present King, summoned to answer together etc. And at that time the said William and Margaret did not come etc. And the said Thomas and Agnes caused themselves to be essoined etc. And they had a day by their essoiners here in three weeks from Easter next following. And on that day the said Thomas and Agnes did not come, so that at that time it was considered that the said John and Joan answer without etc.

And the said John and Joan say that they ought not to answer the said Robert in this matter, for they say that the said Bartholomew as to whom the said Robert asserts that he disseised the said Robert Baynard father etc. of the said tenements, did before now, before John of Louetot and Luke of Tany, Justices assigned for the pleas of Lord Edward the King, father of our Lord the present King, at Aylsham in the said county, to wit, on (January 2, 1281) the Morrow of the Circumcision of the Lord in the ninth year of his reign arraign an assize of novel disseisin against the said Robert Baynard, father etc., for the said tenements now demanded against them and for other tenements etc. And by that assize the said Bartholomew recovered the said tenements against the said Robert Baynard, father etc. Hence they say that the said Bartholomew had entry into the said tenements by judgment of the Court of our Lord the King as was said before, and not by disseisin etc.

And Robert cannot deny that the said Bartholomew recovered the said tenements by the said assize before the said Justices, as was said before, but he says that it ought not to hinder him in this respect etc. For he says that the said Robert Baynard father etc. long before the seisin of

¹ A messuage in Lammas with the body of a villein worth 1d. yearly was held of them by John de Ingham by the service of a rose (*Cal. inq. p.m.* v. 124). In 1316 the heirs of B. de Redham were among those holding in

Scottow, Lammas and Hautbois Parva (*Feudal Aids*, iii. 463). John Peverel and Thomas de Framelingham are mentioned as among those holding of Robert Baynard in Hautbois (*Feudal Aids*, iii. 389).

Notes from the Record—continued.

Bartholomei de qua seisisa predictus Bartholomeus arrain(auerat) assisam predictam et per quam recuperauit etc. fuit seisitus de predictis tenementis nunc petitis in dominico suo vt de feodo et libero tenemento etc. vnde predictus Bartholomeus eum iniuste disseisiuit Et hoc paratus est verificare vnde petit iudicium etc.

Postea dies datus est eis inde hic a die sancti Hillarii in xv dies prece parcium sine ession(ia) etc.

II.

Assize Rolls no. 1256, membr. 1 recto. Norfolk.

ASSISE CAPTE CORAM D. I. DE LOUETOT ET LUCA DE TANY
TENENTIBUS LOCUM DOMINI REGIS APUD AYLESHAM IN CRASTINO
CIRCUMCISIONIS DOMINI.

Assisa venit recognitura si Robertus Baynard Willelmus de Takolnestone et Reginaldus le Newema(n) iniuste etc. disseisuerunt Bartholomeum de Redham de libero tenemento suo in magna Hawboys Et vnde queritur quod disseisiuerunt eum de vno mesuagio sex(ies) viginti et decem acris terre viginti acris prati et pasture quinque solidatis redditus post primam etc.

Et Robertus venit. Et predicti Willelmus et Reginaldus non ven(erunt) nec fuerunt attachiati quia non fuerunt inuenti.

Ideo capiatur assisa u(ersus) eos per defalt(am etc).

Et Robertus dicit quod predictus Bartholomeus iniuste queritur se disseisitum Dicit enim quod quidam Willelmus de Calthorpe coram N. de Turri et sociis suis Iusticiariis itinerantibus apud Norwicum recuperauit uersus eum duas partes manerii predicti et inde feoffauit Gilbertum de Shardacre et idem Gilbertus de Schardacre feoffauit ipsum de duabus partibus dicti Manerii de hawboys et concessit eidem terciam partem eiusdem manerii quam Mat(illis) que fuit vxor Petri de Hauboy tunc tenuit in dotem cum ipsam attingere (*sic*) contingeret Et eadem Matill(is) de seruicio suo debito de eadem tercia parte se attornauit predicto Bartholomeo (*sic*) et fidelitatem ei inde fecit Et ipse statim post mortem eiusdem Matill(idis) intrauit in eadem tercia parte tamquam in illam (*sic*) que post mortem eius sibi accidere debuit et dicit quod predictus Bartholomeus nunquam seisinam inde habuit per quod inde potuit disseisiri Et de hoc ponit se super assisam.

Et Bartholomeus dicit quod quidam Stephanus de Redham pater suus cuius heres ipse est perquisiuit predictas duas partes predicti manerii de Hauboy de quodam Petro de Hauboy vna cum tercia parte predicti manerii quam predicta Matill(is) tenuit in dotem Ita quod predictus Stephanus summoneri fecit predictam Matill(idem) coram Iusticiariis de Benco ad

Notes from the Record—*continued*.

the said Bartholomew, on which seisin the said Bartholomew had arraigned the said assize and by which he recovered etc., was seised of the said tenements now demanded in his demesne as of fee and freehold etc., of which the said Bartholomew did wrongly disseise him. And this he is ready to aver, whence he demands judgment etc.

Afterwards a day was given them here on the quindene of St. Hilary upon request of the parties without essoin etc.

II.

Assize Rolls, no. 1256, membr. 1 recto. Norfolk.

ASSIZES TAKEN BEFORE SIR JOHN OF LOUETOT AND LUKE OF TANY HOLDING THE PLACE OF OUR LORD THE KING AT AYLHAM ON [January 2, 1281] THE MORROW OF THE CIRCUMCISION OF THE LORD.

An assize comes to find whether Robert Baynard, William of Takolnestone, and Reynold le Neweman did wrongly etc. disseise Bartholomew of Redham of his freehold in Great Hautbois, and concerning this matter he complains that they disseised him of one messuage, one hundred and thirty acres of land, twenty acres of meadow and pasture, 5s. of rent, since the first etc.

And Robert comes. And the said William and Reynold have not come, nor were they attached because they have not been found.

Therefore let the assize be taken against them by default etc.

And Robert says that the said Bartholomew unjustly complains that he was disseised. For he says that before N(icolas) de La Tour and his companions, justices in eyre at Norwich, one William of Calthorpe recovered against him two parts of the said manor, and enfeofed thereof Gilbert of Shardacre, and the said Gilbert of Shardacre enfeofed him of two parts of the said manor of Hautbois and granted to him the third part of the said manor, which Maud, that was the wife of Peter of Hautbois, did then hold in dower, whenever she should happen to die. And the said Maud attorned to the said Robert for the service due from the said third part, and did him fealty for them. And straightway after the death of the said Maud he entered into the said third part as into that which necessarily accrued to him after her death, and he says that the said Bartholomew never had seisin thereof whereof he could be disseised. And as to this he puts himself upon the assize.

And Bartholomew says that one Stephen of Redham, his father, whose heir he is, purchased the said two parts of the said manor of Hautbois from one Peter of Hautbois together with the third part of the said manor which the said Maud held in dower, so that the said Stephen caused the said Maud to be summoned before the Justices of the Bench to confess¹ what right

¹ Cf. Y.B. 2 & 3 Edw. II. S.-S. II., pp. 151-2, Case 54, *Abbot of Langley v. Suthmere*, where Henry de Hastings in-

truded himself into four messuages etc. in Tuttington after the death of Maud, widow of Peter de Hautbois, who held

Notes from the Record—continued.

recognoscendum quid Iuris clam(abat) in predicta tertia parte coram quibus venit predicta Matill(is) et cognouit quod nichil clam(abat) in eadem nisi nomine dotis. et coram eisdem se attornauit eidem Stephano et fidelitatem ei inde fecit. et in fidelitate sua de predicta tertia parte obiit Ita quod Immediate post mortem eiusdem predictus Bartholomeus vt filius et heres predicti Simonis intrauit in predicta tertia parte que ad ipsum reuerti debet post mortem predictae Matill(idis) et dicit quod predictus Willelmus de Calthorpe in Curia domini Regis tantum recuperauit u(ersus) predictum Stephanum vnum mesuagium et sexdecim acras tantum et dicit quod predicta Matill(is) nunquam se attornauit predicto Willelmo. Et quod ipse primam seysinam habuit post mortem eiusdem Matill(idis). Et inde fuit seysitus vt de libero tenemento quovsque predictus Robertus et alii ipsum inde iniuste etc. disseysiuerunt ponit se super assisam.

Ideo capiatur assisa.

Iuratores dicunt super sacramentum suum quod quidam Petrus de Hautboys aliquando tenuit manerium de Hautboys, vnde quedam Matill(is) que fuit vxor Petri de Hautboys patris sui dotata fuit de tertia parte et idem Petrus inuadiauit cuidam Roberto le Deuel predictum Manerium simul cum tertia parte eiusdem cum accideret, pro quadam summa pecunie, vsque ad certum terminum. Ita videlicet quod si idem Petrus soluisset ei pecuniam illam ad terminum ei prefixum : idem Petrus rehabetet Manerium predictum : sin autem : illud manerium remaneret in feodo predicto Roberto le Deuel. ita quod dictus Petrus obiit ante terminum solucionis statutum. et dictus Robertus le Deuel tenuit se in Manerio predicto. Postea venit quidam Iohannes frater predicti Petri de Hautboys et eiecit predictum Robertum le Deuel de manerio predicto uersus quem dictus Robertus tulit quoddam breue noue disseisine, et per assisam recuperauit manerium illud uersus eum. Ita quod predictus Iohannes per consilium cuiusdam Stephani de Redham tulit quandam certificacionem de tenemento predicto. et promisit eidem Stephano quod pro sic quod esset ei in auxilium et consilium per quod tenementum predictum posset recuperare : dictum manerium ei dimitteret pro quodam alio manerio in escambio. Et cum ipse Iohannes per certificacionem predictam recuperasset manerium predictum : tenuit se in eodem quod percipiens predictus Stephanus ipsum inde eiecit, per conuencionem inter eos prius habitam. et se tenuit in seisina eiusdem manerii, postea conuenit inter ipsos Iohannem et Stephanum, quod predictus Iohannes concessit ei illud manerium cum omnibus pertinenciis et simul cum tertia parte eiusdem cum acciderit, et quod (*sic*) predicta Matill(is) tenuit in dotem et quiet(um) clamauit de se et heredibus suis in perpetuum pro sic quod concederet ei quoddam aliud manerium suum. et cum dicti Stephanus et

Notes from the Record—continued.

she claimed in the said third part. And the said Maud came before them and made conusance that she claimed nothing in it save in the name of dower. And before them she attorned to the said Stephen and did him fealty for them. And she died in his fealty for the said third part, so that immediately upon her death the said Bartholomew as son and heir of the said Simon entered into the said third part, which ought to revert to him after the death of the said Maud. And he says that the said William of Calthorpe did in the Court of our Lord the King recover against the said Stephen only one messuage and sixteen acres. And he says that the said Maud never attorned to the said William, and that he had primer seisin after the death of the said Maud, and he was seised thereof as of freehold until the said Robert and the others unjustly etc. disseised him thereof. (And as to this) he puts himself upon the assize.

Therefore let the assize be taken.

The jurors say upon their oath that one Peter of Hautbois at one time held the manor of Hautbois, of the third part of which Maud, that was the wife of Peter of Hautbois, his father, was endowed, and the said Peter mortgaged to one Robert le Deuel the said manor including that third part thereof when it should fall due, for a certain sum of money, until a certain term, to wit, so that if the said Peter should pay him that money at the term appointed for him, the said Peter should have the said manor back, and if not, the said manor should remain in fee to the said Robert le Deuel. And the said Peter died before the term appointed for the payment, and the said Robert le Deuel kept the said manor. Afterwards there came one John, brother of the said Peter of Hautbois, and ejected the said Robert le Deuel from the said manor. And the said Robert brought against him a writ of novel disseisin, and by the assize he recovered that manor against him. Whereupon the said John upon the advice of one Stephen of Redham brought a writ of certification in respect of the said tenement, and promised to the said Stephen that ¹if he would give him help and advice in recovering the said tenement¹ he (John) would in return lease to him the said manor in exchange for some other manor. And after the said John had recovered the said manor by means of the said writ of certification, he kept it, and the said Stephen, perceiving this, ejected him therefrom, according to the agreement previously made between them, and kept the seisin of the said manor. Afterwards it was agreed between the said John and Stephen, that the said John granted to him that manor with all the appurtenances together with the third part of it which the said Maud held in dower, (when it should fall due,) and he quitclaimed it for himself and his heirs forever, on this (condition) that he (Stephen) should grant him some other manor. And

them in dower of Simon, Abbot of Langley, the demandant's predecessor, by gift of Peter, her late husband, and on the assignment of Peter, the son and heir of Peter.

¹⁻¹ Or : for the help and advice which he would give him so that he (John) could recover the said tenement.

Notes from the Record—*continued*.

Iohannes essent in eundo uersus curiam domini Regis ad affirmandum conuencionem istam: obiit predictus Iohannes et predictus Stephanus semper habuit seisinam dicti manerii. et post mortem dicti Iohannis adiuit duas sorores ipsius et optinuit quietas clamancias ipsarum de eodem manerio. et obiit seisitus de duabus partibus manerii predicti. et post mortem eius predictus Bartholomeus intrauit in eisdem. Ita quod predictus Willelmus de Calthorpe implacitauit eum de .I. mesuagio et xvi acris terre coram prefatis Iusticiariis et ea uersus eum recuperauit. per quod predictus Robertus et alii eiecerunt ipsum Bartholomeum de toto tenemento predicto vnde queritur diss(eisitus) et ipsum inde disseisiuerunt.

Et ideo consideratum est quod predictus Bartholomeus recuperet inde seisinam suam. Et ipsi in misericordia.

Dampna xxvii li(brarum).

III.

Assize Rolls no. 1256, membr. 1 verso. Norfolk.

ADHUC DE ASSISIS APUD AYLESHAM.

Assisa venit recognitura si Robertus Baynard Nicholaus de Forstide Reginaldus Newman Iohannes Oky et Walterus le Someter iniuste et sine Iudicio disseisiuerunt Bartholomeum de Redham de libero tenemento suo in Hauboy. Et vnde queritur quod disseisiuerunt eum de duabus partibus vnus molendini et piscaria sua de predicto molendino vsque ad Stormisbrigge post primam etc.

Et Bartholomeus (*sic*) venit et dicit pro se et omnibus aliis quod nullam iniuriam ei fecerunt neque disseisinam ei fecerunt. Dicit enim quod nichil clam(ant) in predicto molendino nec ipsum impediunt de piscaria quominus piscari potuit (*sic*) Et de hoc ponit se super patriam.

Et Robertus (*sic*) similiter.

Ideo capiatur assisa.

Iuratores dicunt super sacramentum suum quod predictus Robertus et alii diuertere fecerunt aquam predictam per quod fluere non potuit ad molendinum predictum sicut fluere consuevit et postea efodere fecerunt quoddam stagnum iuxta cursum aque predicte per quod attrax(erunt) aquam predictam Ita quod molendinum predictum molere non potuit Et dicunt precise quod predictus Robertus et alii ipsum iniuste disseisiuerunt.

Ideo consideratum est quod¹

Dampna vi. libr.

¹ Here the record ends and a blank space is left.

Notes from the Record—continued.

while the said Stephen and the said John were on the journey to the Court of our Lord the King to confirm this covenant, the said John died and the said Stephen always had the seisin of the said manor, and after the death of the said John he went to his (John's) two sisters and obtained their quit-claims for the said manor, and he died seised of the two parts of the said manor, and after his death the said Bartholomew entered into them. Then the said William of Calthorpe impleaded him for one messuage and sixteen acres of land before the said Justices and recovered them against him, wherefore the said Robert and the others ejected the said Bartholomew from all the said tenements of which he complains that he is disseised, and they disseised him thereof.

And therefore it was considered that the said Bartholomew recover his seisin thereof. And they in mercy.

Damages £27.

III.

Assize Rolls, no. 1256, membr. 1 verso. Norfolk.

ASSIZES AT AYLSHAM CONTINUED.

An assize comes to find whether Robert Baynard, Nicolas of Forstide, Reynold Newman, John Oky and Walter le Someter did unjustly and without judgment disseise Bartholomew of Redham of his freehold in Hautbois. And concerning this he complains that they disseised him of two parts of one mill and (of) his fishery of the said mill up to Stormisbrigge since the first etc.

And Robert¹ comes and says for himself and for all the others that they did not do him in this matter any wrong or disseisin, for he says that they claim nothing in the said mill nor do they disturb him in the fishery so that he could not fish, and as to this he puts himself upon the country.

And Bartholomew² likewise.

Therefore let the assize be taken.

The jurors say upon their oath that the said Robert and the others caused the said water to be diverted so that it could not flow to the said mill as it used to flow, and afterwards they caused a pond to be dug near the course of the said water, whereby they diverted the said water, so that the said mill could not grind. And they say precisely that the said Robert and the others unjustly disseised him thereof.

Therefore it was considered that³

Damages £6.

¹ The Record has Bartholomew.

² The Record has Robert.

³ Here the Record ends and a blank space is left.

81. AMECOTES v. RODENESSE.¹

Entre sur disseisine ou le tenant alegg(oit) que vne femme auoit recoueri la terce partie. de sa demaunde par iugement. qe se fist sur verdist denqueste. issint quil ne poiet la demaunde rendre. *hoc non obstante* le bref estut *quod mirum fuit quibusdam* etc. T. 3. f. 3. . . . tr. . . .

Robertus de Amecocus per attornatum suum petit versus Steffanum de Rodenesse et Iuettam vxorem eius medietatem vnus tofti sexaginta et quatuor acrarum terre et quadraginta solidorum redditus cum pertinenciis in vtteflete que clamat esse ius et hereditatem suam. Et in que iidem S. et I. non habent ingressum nisi per Robertum de Baliote qui illas eis dimisit qui inde iniuste et sine iudicio disseisiuit Petrum de Faxflet consanguineum predicti Roberti et cuiusdam M. de Wallibus cuius heredes ipsi sunt etc. post primam etc.

Et sciendum quod altera medietas predictorum tenementorum excipitur eo quod predictus Iohannes particeps etc. alias summonitus fuit ad sequendum sim(u)l et non *sequitur* pro parte sua.

¹ From P.

81. AMECOTES *v.* RODENESSE.

Entry upon disseisin where the tenant alleged that a woman had, by judgment made upon the verdict of an inquest, recovered the third part of the demand, so that he could not restore the demand. That notwithstanding the writ stood. And this seemed strange to some, etc. T. 3. f. 3.

Robert of Amecotes¹ by his attorney demands against Stephen of Rodenesse² and Ivette his wife, one half of a toft, sixty-four acres of land, and 40s. rent with the appurtenances in Ucefflete,³ which he claims to be his right and inheritance, and into which the said Stephen and Ivette have no entry save by Robert of Balliol,⁴ who leased the tenement to them, (and) who unjustly and without judgment (had) disseised Peter of Faxflet, cousin of the said Robert and of one M. de Vaux whose heirs they are etc., since the first etc.

And be it known that the other half of the said tenements is excepted because the said John, parcener etc., was summoned before now to sue jointly and does not sue for his part.

¹ One of the keepers of the lands of the Templars in co. York, *circa* 1311-17 (*Cal. Close* and *Pat.* 1307-18, *passim*), and of the bishopric of Coventry and Lichfield (*Cal. Close* 1307-13, p. 392); keeper of the manor of Faxfleet, co. York (*ibid.* pp. 391 ff.); November 1314 commissioner of oyer and terminer, but replaced April 1315 (*Cal. Pat.* 1313-17, p. 245); commissioner *de walliis et fossatis*, co. York, 1315 (*ibid.* p. 305), but a new commission was appointed January 1319, as the former commission was not carried into effect, one of the commissioners being dead, and R. de Amcotes not having leisure to attend thereto (*ibid.* 1317-21, p. 309); commissioner of oyer and terminer and *de walliis et fossatis*, 1325 (*Cal. Pat.* 1324-27, pp. 143, 144); appointed in 1333 to discover who had taken salmon in the Ouse (*Cal. Pat.* 1330-34, p. 500). He held lands in cos. Lincoln and York (*Cal. Close* 1296-1302, p. 579). In 1311 he and J. de Vallibus brought a suit against John de Eyvill (*Cal. Close* 1307-13, p. 398). Richard de Amcotes and Henry de Redenesse held lands in Gerlethorp, co. Lincoln, jointly with another (*Cal. inq. p.m.*

iii. 359, vii. 52), and the former held a messuage in the same place rendering yearly to William de Redenesse 6s. (*Cal. inq. p.m.* iv. 46). In a suit of 1304 between Roger Hurtquarter and Walter son of Auger de Redenesse, John de Amcotes sought to replevy the land of the former to him (*Cal. Close* 1302-7, p. 199).

² Commonly Stephen of Redenesse or Reedness, merchant of Beverley (*Cal. Close* 1307-13, pp. 184, 195; *Cal. Pat.* 1272-81, p. 210; 1327-30, p. 405). In 1331 there was a suit between Peter de Salso Marisco and Stephen de Redenesse concerning 47 acres of land, 42s. 11d. yearly rent, 2 parts of a messuage and of a mill in 'Yukflete' (*Cal. Close* 1330-33, p. 360).

³ Yokefleet, in Howden parish in the East Riding of Yorkshire.

⁴ When Robert de Balliol was charged, in 1278, with trespass of vert and venison, William de Redenesse was one of his mainpernors (*Cal. Close* 1272-79, p. 461). In 1281 Robert de Balliol with Walter de Redenesse and others entered etc. the Bishop of Durham's free warren at Hoveden (*Cal. Pat.* 1272-81, p. 470).

Et I. et S. per attornatum suum veniunt et dicunt quod non debent ei inde respondere dicunt enim quod ipsi non tenent integre tenementa predicta quia dicunt quod quidam Nicholaus de Metham et Margeria vxor eius in Curia hic per consuet(udinem)¹ eiusdem curie recuperan(erun)t versus eos terciam partem predictorum tenementorum in dotem ipsius Margerie per breue antiquioris date vnde petunt iudicium² breui etc.

Non-
tenure.

Et Robertus non dedit predictam terciam partem versus predictos Steffanum et I. fuisse recuperatam sicut predictum est. sed dicit quod per hoc breue suum in casu isto cessari (*sic*) non debet. qui(a) ipsi de tenementa (*sic*) sua (*sic*) quo ad duas partes predictorum tenementorum respondere tenentur maxime cum non fuit in casu excepcionis non tenur(e) eo quod ipsi die impetracionis breuis sui scilicet xxiiij. die octobris anno Regni domini Regis nunc³ tenuerunt integre tenementa predicta prout paratus est verificare vnde petit iudicium etc.

Dies datus est eis de audiendo iudicio in crastino sancti Iohannis Baptiste.

Aquem (*sic*) diem predicti S. et I. fecerunt se esson(ios) versus predictum Robertum de predicto placito et habeant inde diem per essoniatorez suos ad hunc diem scilicet in octauis sancti Martini.

Et modo venerunt partes per attornatos suos.

Et dictum est eis per Iusticiarios precise quod respondeant de tenencia sua etc.

Et iidem S. et I. ad residuum excepta predicta tercia parte bene defendunt quod predictus Robertus de Baliol non disseisiuit predictum petrum consanguineum etc. de residuo illo. sicut predictus Robertus de Amecoces per breue suum supponit. Et de hoc ponit se super patriam.

Et Robertus similiter.

Ideo etc.

¹ Corr. consideracionem.

² Suppl. de.

³ No year given.

And Simon and Ivette by their attorney come, and (they) say that they ought not to answer him. For they say that they do not hold the whole of the aforesaid tenements, because they say that one Nicolas of Metham¹ and Margery his wife, did in this Court by consideration of the said Court recover against them the third part of the said tenements, in dower of the said Margery, by a writ of a more ancient date. Wherefore they pray judgment of the writ etc.

And Robert does not deny that the said third part was recovered against the said Stephen and Ivette, as has been said. But he says that his writ ought not therefore to be quashed in this case, because they are bound to answer for his tenements as to two parts of the said tenements, especially since the circumstances do not warrant an exception of non-tenure, because they did, as he will aver, hold the said tenements entirely on the day when the writ was obtained, to wit, on the 24th day of October in the . . . year of the reign of the present King. Therefore he prays judgment etc.

A day was given them to hear judgment, on (June 25) the Morrow of St. John the Baptist.

On which day the aforesaid Stephen and Ivette caused themselves to be essoined against the aforesaid Robert in the said plea, and they are to have a day in this matter, by their essoiners on this day, to wit, in the octaves of Martinmas.

And now came the parties by their attorneys.

And they were told precisely by the Justices to answer as to their tenancy etc.

And the said Stephen and Ivette, as to the residue, excepting the said third part, do entirely deny that the said Robert of Balliol disseised the said Peter, cousin etc., of that residue, as the said Robert of Amecotes supposes by his writ. And as to that he puts himself upon the country.

And Robert likewise.

Therefore etc.

¹ Knight, son of Thomas de Metham (*Cal. Close* 1318-23, pp. 206, 220). In 1329 he was one of the coroners for co. Cork. He was still alive in 1333 (*ibid.* 1333-37, pp. 84, 96). In

1317 he and several other de Methams were accused of abducting the wife and carrying off the goods of Robert of Styveton in Skipton in Craven (*Cal. Pat.* 1317-21, p. 81).

Non-
tenure.

82. THE MASTER OF THE HOSPITAL OF ST. JOHN THE BAPTIST OF REDCLIFFE *v.* PERCEUAL.¹I.²

Entre ³sur disseisine en le post l(e) . . . l(oi) v(ous) voil(e) doner vn bref deinz les degres et issue fut prise sur possession le iiij^{te} . . . par qel le bref fut en le post.³

⁴Vn Priour⁴ porta son bref dentre sur disseisine en le post vers vn Richard et dit qil nauoit entre si noun puis la disseisine qun Iohan fit a son predecessour puis le terme etc.

Laufer. Apres la mort Iohan qi vous supposez qe deueroit auer disseisi etc. entra vn Willem⁵ son fitz et heir et apres la mort W.⁶ cesti Richard qe ore tient issint qe vous porrietz auer eu bon⁶ bref deinz les degreez iugement de cesti bref.

Den. La seisine les .iij. auietz conu et nous volloms auerer qe puis la disseisine illy auait vn N. qe feut seiisi par qei le bref en le par ne nous peut seruir.

Lauf. Nous volloms auerrer qe puis la seisine Iohan qe vous dites qe disseisi etc. nauoit qe .ij. seisiz scilicet W et R. et dauerrer la seisine N.⁷ ne peut il mye son bref meyntenir depuis qil suppose Iohan le primer qi entra etc. iugement etc.

Heruy. Vous vollez abatre son bref pur ceo qil ne furent qe .iij. seisiz puis la seisine son predecessour et il tend dauerrer qil furent .iiij.⁸ seisiz et par taunt veut il meintenir son bref et pur ceo sil feut issint ou ne mye vollez vous demurer la a peril qe appent.

Et il nosa pas et dit qe N. ne feut vnqes seiisi puis la seisine son predecessour prest etc.

Et alii econtra. ³*Ideo Iur(atores) xii.*³

II.⁹

Bref fut porte vers vn homme et sa femme etc. en les quex mesme cesti Iohan nad entre si noun puis la disseisine qe vn Iohan de C. de ceo enfit a W. predecessour mesme cesti Priour.

Lauf. Il put auoir vn bon bref deinz lez degreez qe Iohan entra apres la mort vn Iohan com fitz etc. le quel Iohan entra apres la mort Iohan de C. qe vous distes qe dust auoir disseisi vostre predecessour com fitz et heir et issint poet il auoir bon bref deinz lez degreez en les

¹ Reported by *F, M, R, T, X.*

² From *M.* Compared with *F.*

³⁻³ *Om. F.*

⁴⁻⁴ *Vne Pernele F.* ⁵ *W. F.* ⁶ *Om. F.* ⁷ *Ion F.* ⁸ *iii (sic) F.* ⁹ From *T.*

82. THE MASTER OF THE HOSPITAL OF ST. JOHN THE BAPTIST OF REDCLIFFE *v.* PERCEUAL.

I.

Entry upon disseisin in the *post*. The (tenant said) the law will give you a writ within the degrees. And issue was joined on the possession of the fourth (tenant) by whom the writ was in the *post*.

A prior brought his writ of entry upon disseisin in the *post* against one Roger and said that he had no entry save after the disseisin which one John did to his predecessor since the term etc.

Laufare. After the death of John whom you suppose to have disseised etc., there entered one John his son and heir, and after John's death this Roger who is tenant now, so that you could have had a good writ within the degrees. Judgment of this writ.

Denom. You have acknowledged the seisin of the three, and we are ready to aver that after the disseisin there was one Robert who was seised. Therefore a writ in the *per* cannot serve us.

Laufare. We are ready to aver that since the seisin of John who, you say, disseised etc., there were but two seised, namely, John and Roger. And by averring the seisin of Robert he cannot maintain his writ, since he supposes John to have been the first to enter etc. Judgment etc.

STANTON J. You want to abate his writ because there were but three seised since the seisin of his predecessor, and he tenders the averment that there were four seised, and by that he wants to uphold his writ. And therefore, whether that was so or no, will you demur (at this point) at the risk which is involved?

And he did not dare, and said that Robert was never seised since the seisin of his predecessor. Ready etc.

Issue joined. Therefore twelve jurors.

II.

A writ was brought against a man and his wife etc. 'into which the said Roger has no entry save after the disseisin which one John Brutasche thereof did to Roger predecessor of the said prior.'

Laufare. He could have a good writ within the degrees, for Roger entered after the death of one John as son etc., which John (had) entered after the death of John Brutasche—who you say disseised your predecessor—as son and heir. And thus he can have a good writ within the degrees, 'into which Roger has no entry save by John

quex Iohan nad entre si noun par Iohan de B. aqi Iohan de C. qi etc. disseisi vostre predecessour etc. iugement etc.

Denom. Puis la disseisine vostre¹ predecessour vn Iohan fut seisi qest le quarte par quoi nous ne poums autre bref auoir.

Lauf. Vous supposez qe Iohan de P. disseisi vostre predecessour nous voloms auerer qe Robert vnqes rien nauoit puis lentre Iohan de C.

Heruy. Dites qe Robert ne fut vnqes seisi pur² la seisine son predecessour ou dites qil fut seisi puis mais ceo ne vous deit greuer et descloez vostre cas.

Lauf. Il ne fut vnqes seisi pus prest etc.

Et alii econtra.

III.³

Entre sur la nouele disseisine.

Le Mestre del hospital de seint I. hors de Brustow porta son bref de entre vers vn I. en les quex il nad entre si noun puis la disseisine qe vn Wauter fist a vn Henri predecessour mesme cesti mestre etc.

Lauf. Sire nous vous dioms qe mesme cesti I. uers qi etc. entra apres la mort I. son pere com fiz et heir ou il put auer eu son bref en le par. e non pas en le post. le quel bref en le post ne deit mie estre meintenu la ou il put estre consu en le par. iugement du bref etc.

Denum. Sire nous vous dioms qil y auoit vn Rober(t) qe de ceux tenemenz fut seisi puis la disseisine nostre predecessour prest etc.

Lauf. Qe R. ne fut vnqes seisi prest etc.

Et issint de gre fet le lees pur ceo qe vous ne seret nent ressu a dire qil ne lessa pas a son fiz. la ou le fiz entra apres la mort soun pere simplement saunz dire aqi donqe etc. Mes le bref serroit tel en tel cas. *in que non habet ingressum nisi per I. cui Walterus ill(a) etc. dimisit qui iniuste et sine iudicio disseisiuit etc.*

IV.⁴

Entre en le post.

Le Mestre del Hospital de seint Ion de Bristow porta bref de entre vers I. supposant lentre puis la disseisine qe un Walter fist a H son predecessour.

¹ *Corr.* nostre.

² *Corr.* puis.

³ From R.

⁴ From X.

to whom John Brutasche who etc. disseised your predecessor etc.' Judgment etc.

Denom. Since the disseisin of our predecessor one Robert was seised and he is the fourth, wherefore we cannot have another writ.

Laufare. You suppose that John Brutasche disseised your predecessor. We are ready to aver that Robert never had anything since the entry of John Brutasche.

STANTON J. Say that Robert was never seised since the disseisin of his predecessor, or say that he was seised since but (that) this ought not to prejudice you, and disclose your case.

Laufare. He was never seised since, ready etc.

Issue joined.

III.

Entry upon the novel disseisin.

The Master of the Hospital of St. John outside Bristol brought his writ of entry against one Roger, 'into which he has no entry save after the disseisin which one John did to one Roger predecessor of this same master etc.'

Laufare. Sir, we tell you that this same John against whom etc. entered after the death of John his father, as son and heir. And here he (the demandant) could have had his writ in the *per*, and not in the *post*, and this writ in the *post* ought not to be upheld where it could have been conceived in the *per*. Judgment of the writ.

Denom. Sir, we tell you that there was one Robert who was seised of these tenements since the disseisin of our predecessor. Ready etc.

Laufare. Ready etc. that Robert was never seised.

¹ And thus the lease was made spontaneously. Therefore where the son entered after his father's death, you will not be received to say simply that he did not lease to his son without saying to whom etc. But in such a case the writ would be such, 'into which he has no entry save by John to whom John leased them etc. who unjustly and without judgment disseised etc.'¹

IV.

Entry in the *post*.

The Master of the Hospital of St. John of Bristol brought a writ of entry against John supposing the entry after the disseisin which one John did to Roger his predecessor.

¹⁻¹ or, possibly: 'And so the fact of a lease must be admitted, for where the son, etc.' But the whole passage seems wrongly interpolated here, having no relevance to the facts reported. It is probably a reporter's note referring to some other case.

Herle. I. entra com fiz et heir Walter ou vous pusiez auoir bon bref en le par. iugement du bref.

Den. Vn Robert fu seisi puis la disseisine prest etc.

Herle. Robert ne fut vnqes seisi prest.

Alii econtra.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 135 verso. Somerset.
Written by Burnedisshe.

Frater Thomas Magister Hospitalis sancti Iohannis Baptiste de Redeclyue iuxta Bristoll' per Willelmum de Troubregge attornatum suum petit uersus Rogerum Perceual et Iohannam vxorem eius vnum Toftum et duas carucas terre cum pertinenciis exceptis sex acris terre et dimidia in Budicumbe iuxta Blakedone ut Ius Hospitalis sui predicti Et in que iidem Rogerus et Iohanna non habent ingressum nisi post disseisinam quam Iohannes Brutasche senior inde iniuste et sine iudicio inde fecit Rogero quondam Magistro Hospitalis predicti predecessori predicti Magistri post primam etc. Et vnde Idem Magister dicit quod predictus Rogerus quondam Magister etc. predecessor etc. fuit seisitus de predictis tenementis exceptis etc. in dominico suo vt de feodo et iure Hospitalis sui predicti tempore pacis tempore domini H. Regis aui domini Regis nunc etc. Capiendo inde expletas ad valenciam etc. Et in que etc. Et inde producit sectam etc.

Et Rogerus et Iohanna per Willelmum Malerbe attornatum suum veniunt Et defendunt Ius suum qu(od) etc. Et dicunt quod non debent ei ad hoc breue de ingressu in le post respondere. Quia dicunt quod predicta Iohanna habuit ingressum in predictis (*sic*) tenementis per quemdam Iohannem patrem ipsius Iohanne Et Idem Iohannes pater etc. intrauit in eisdem per predictum Iohannem Brutasche quem predictus Magister asserit disseisiuisse predictum Rogerum predecessorem etc. In quo casu idem frater

Herle. John entered as son and heir of John, where you could have had a good writ in the *per.* Judgment of the writ.

Denom. One Robert was seised since the disseisin. Ready etc.

Herle. Robert was never seised. Ready.

Issue joined.

Note from the Record.

De Banco Roll 195a, Mich., 6 Edw. II., membr. 135 verso. Somerset.
Written by Burnedisshe.

Brother Thomas,¹ Master of the Hospital of St. John the Baptist of Redcliffe near Bristol,² by William of Troubregge, his attorney, demands against Roger Perceval³ and Joan⁴ his wife one toft and two carucates of land with the appurtenances, excepting six and a half acres of land in Butcombe near Blagdon as the right of his said Hospital and into which the said Roger and Joan have no entry save after the disseisin which John Brutasche the elder thereof did unjustly and without judgment to Roger sometime Master of the said Hospital, predecessor of the said Master, since the first etc. And concerning this matter the said Master says that the said Roger sometime Master etc., predecessor etc., was seised of the said tenements excepting etc., in his demesne as of fee and right of his said Hospital, in time of peace in the time of Lord Henry the King grandfather of our Lord the present King etc., taking thereof the esplees to the value etc. And into which etc. And as to this he produces suit etc.

And Roger and Joan come by William Malerbe, their attorney, and defend his right when etc., and they say that they ought not to answer him at this writ of entry *in le post*, for they say that the said Joan had entry into the said tenements by one John, father of the said Joan, and the said John, father etc., entered into the same by the said John Brutasche who, the said Master asserts, disseised the said Roger predecessor etc. And in a case like this the said Thomas could have obtained a competent writ

¹ Dugdale (*Monasticon*, vi. 670) does not give a list of the Masters, and in *V.C.H. Somerset*, ii. 160, there is a gap between 1292 and 1344.

² Established about the beginning of the thirteenth century (*V.C.H.*, *loc. cit.*). In 1266 it was granted in pursuance of letters patent of King John that the Hospital etc. should not be put in any plea touching any demesne tenement of the Hospital except before the King and his Chief Justice (*Cal. Pat.* 1266-72, p. 19). Licences to receive land in mortmain occur in 1304, 1305, 1322, 1334 (*Cal. Pat.* 1301-7, pp. 222, 408; 1321-24, p. 175; 1334-38, p. 11). It held a $\frac{1}{4}$ fee in Butcombe of the yearly value of 20s. (*Cal. Close* 1313-18, p. 136).

³ In 1276 a Roger Perceval was nominated the attorney of Anselm Basset in Ireland for two years (*Cal. Pat.* 1272-81, p. 128), and in 1289 and 1290 he himself nominated attorneys in Ireland while staying in England (*Cal. Pat.* 1281-92, pp. 315, 352).

⁴ In 1287, aged sixteen and the wife of Roger Perceval, she received lands as daughter and heiress of John de Brutasche (*Cal. inq. p.m.* ii. 381; *Cal. Close* 1279-88, p. 448), including 140 acres in demesne, 12 acres pasture, a free tenant holding a messuage and 5 acres land, and 4 villeins holding 4 messuages and 24 acres land in Butcombe (*Feudal Aids*, iv. 381; *Cal. inq. p.m.* v. 339).

Note from the Record—continued.

Thomas impetrasse potuit competens breue conceptum in gradibus vnde petit iudicium de breui etc.

Et frater Thomas dicit quod ipse non potuit impetrasse competens breue in gradibus in forma predicta quia dicit quod post seisinam predicti Rogeri predecessoris sui etc. quidam Robertus de Budecoumbe filius Walteri de Budecoumbe fuit seisitus de predictis tenementis etc. preter gradus predictos quos predicti Rogerus et Iohanna all(egant.) Et hoc petit quod inquiratur per patriam.

Et Rogerus et Iohanna similiter.

Ideo preceptum est vicecomiti quod venire faciat hic In Crastino Purificationis beate Marie xii etc. per quos etc. Et qui nec etc. ad recognoscendum etc. Quia tam etc.

83. DUNHEUED v. BEREฟอร์ด.¹I.²

Cui in vita ³ ou cel qe fu receu a defendre son droit abati le bref pur ceo qe le demandant seffit titele *quod clamat esse ius* etc. la ou il naueit qe fraunke tenement.³

Eustace⁴ qe fut la femme I.⁵ Donhed⁶ porta soun Cui in vita vers Henry Berreford⁷ et Elianore sa femme. Henry fist defaute⁸ par qei Elianore vint ⁹auant iuggement rendu⁹ et pria estre receu etc. et fut receu.

Scrop.¹⁰ Iugement du bref qe le bref veult *quod clamat esse ius suum de dono talis* etc. et soun baroun et ly purchacerent les tenemenz qore sunt en demande a terme de lur ij vies. issint qe Eustace nad ore

¹ Reported by B, C, E, F, G, M, P, R, T, X (twice). This is Vulg. 7. ² From P. Compared with R. ³⁻³ Om. R. ⁴ Eustans R. ⁵ Ioh(an) de R. ⁶ Donhestapl R. ⁷ Bere R. ⁸ Add: apres defaute R. ⁹⁻⁹ Om. R. ¹⁰ Add: pur E. R.

Note from the Record—continued.

conceived (with)in the degrees, wherefore he demands judgment of the writ etc.

And Brother Thomas says that he could not have obtained a competent writ (with)in the degrees in the said form, for he says that after the seisin of the said Roger, his predecessor etc., one Robert of Butcombe, son of Walter of Butcombe,¹ was seised of the said tenements, etc., outside the said degrees which the said Roger and Joan allege. And he prays that this be inquired into by the country.

And Roger and Joan likewise.

Therefore the Sheriff was commanded that he cause to come here on (February 3) the Morrow of Purification of Blessed Mary twelve etc., by whom etc., and who are neither etc., to find etc., because both etc.

83. DUNHEUED v. BEREฟอร์ด.

I.

Cui in vita where one who was received to defend her right abated the writ because the demandant made her title *quod clamat esse ius* etc. while she had only freehold.

Eustace wife that was of John Dunheued² brought her *cui in vita* against Henry Bereford and Eleanor his wife.³ Henry made default, wherefore Eleanor came before judgment given and prayed to be received etc. And she was received.

Scrope. Judgment of the writ, for the writ says 'which she claims to be her right by the gift of such one etc.,' while her husband and herself purchased the tenements which are now in demand for term of their two lives, so that Eustace has now only freehold by (virtue

¹ Held a Michaelmas rent of 2s. in Butcombe (*Cal. inq. p.m.* Misc. i. [1219-1307] 263).

² In 1290 the manor of Dunchurch was held by John Dunhevede (*Cal. inq. p.m.* ii. 395, cf. vi. 255). In 1307 a messuage and two carucates of land in Dunchurch were held by Eustacia, relict of John Dunheved (*ibid.* v. 25), and in 1309 she is mentioned as holding a moiety of a knight's fee worth 20s. a year (*Cal. Close* 1307-13, p. 97). In 1311 a commission of oyer and terminer was granted on her complaint that Henry de Bereford and John de Dunheved had burned her grange, corn and goods at Dunchurch (*Cal. Pat.* 1307-13, p.

317). This second John Dunheved may perhaps be identified with the John Dunheved who was assaulted at Kingsford, co. Warwick, in 1319 (*Cal. Pat.* 1317-21, p. 370), and who murdered Oliver Dunheved, chaplain, when he was collecting rent in Dunheved in 1325 (*Cal. inq. p.m.* Misc. ii. p. 212).

³ In 1316 Henry de Bereford acknowledged the debt of £60 to the Earl of Surrey, to be levied in default of payment of his lands and chattels in co. Warwick (*Cal. Close* 1313-18, p. 431). He and Eleanor his wife held the reversion of a third part of a third of the manor of Ashill, co. Stafford, as her dower (*Cal. Pat.* 1313-17, p. 613).

qe fraunktenement par my le¹ purchaz et sun bref voet *quod clamat esse ius suum* en supposaunt le² fee et le² dreit demuraunt en sa persone la ou ele nad qe fraunktenement iugement du bref.

Mig. Vous estes receu a defendre vostre dreit et noun pas a pleider al abatement de nostre bref et vous ne monstrez nul dreit en vostre persone demuraunt iugement etc. E de autre part vous qe estes receu etc. ne deuez nostre bref abatre einz deuez par vertue de statut vostre dreit mustrer³ par qele dreit vous biez vostre tenance meintener et la def(aute) sauer et vous ne fetes lum⁴ ne laautre⁵ iugement etc.

Scrop. Nous pledoms a vostre malueis bref qe ne⁶ mye meitenable⁷ de ley qe uous⁸ nauetz estat⁹ si noun atermes de vostre⁸ vie et en ceo cas par la ou le Baroun aliene¹⁰ le fraunktenement sa femme.¹⁰ certain bref est⁸ ordeine¹¹ pur la fenme¹¹ apres la mort soun Baroun. *scilicet quod clamat tenere ad terminum vite sue de dono talis etc.* et vostre bref voet *quod clamat esse ius suum* la ou vous nul dreit nauez et issint pleide ioe a vostre bref en osteaunt vous daccioun par cesti bref.

Toud. Defendez vostre dreit etc.

Scrop. Vous¹² uolez¹³ auerier qi¹⁴ uous nauez estat en lez tenemenz for qe atermes de⁸ vostre⁸ vie et cesti bref suppose le contrarie iugement si acesti bref¹⁵ serez¹⁵ r(espondu).

Mig. Celi¹⁶ qe est receu a defendre soun dreit il¹⁷ p(eut) pleder a maccioun et a moun estat tant soulement pur sa tenance defendre par soun dreit moustrer et il¹⁷ est receu et ne moustre pas soun⁸ dreit etc. einz plede al abatement¹⁸ mon bref qi est le contrarie de la receite a qei pleder ley ne seoffre pas iugement etc.

Berr. Il uoet auerier qe vostre baroun et vous purch(asates) lez tenemenz atermes de uos ii. vies dount uous¹⁹ accioun for qe al fraunktenement et noun pas al dreit et uostre bref suppoce le reuers de soun dit et issint estes uous attrauers. volez le auerement.

Mig. Sire nous prioms conge de purchaser²⁰ mellour bref.

Et habuit.

¹ son R. ² Om. R. ³ demustrer R. ⁴ lun R. ⁵ lautre R.
⁶ nest R. ⁷ meintenable R. ⁸ Om. R. ⁹ Add : en les tenemenz R.
¹⁰⁻¹⁰ etc. la femme ad R. ¹¹⁻¹¹ Om. R. ¹² nous R. ¹³ voloms R. ¹⁴ qe R.
¹⁵⁻¹⁵ deuet estre R. ¹⁶ ceste R. ¹⁷ ele R. ¹⁸ Add : de R. ¹⁹ Add : auet R.
²⁰ quere R.

of) the purchase. And her writ says 'which she claims to be her right,' thus supposing that the fee and the right remain in her person, whereas she has only freehold. Judgment of the writ.

Miggeley. You are received to defend your right and not to plead to the abatement of our writ. And you show no right remaining in your person. Judgment etc. And, on the other hand, you who are received etc. ought not to abate our writ, but ought, by virtue of the statute,¹ to show your right by which you want to maintain your tenancy and to save the default. And you do neither the one nor the other. Judgment etc.

Scrope. We plead to your bad writ, which is not maintainable according to law, for you have no estate save for term of your life, and in that case if your husband alienates his wife's freehold, a certain writ is ordained for the wife (to be used) after her husband's death, namely, 'which she claims to hold for term of her life by the gift of such one etc.' And your writ says, 'which she claims to be her right,' whereas you have no right. And thus I am pleading to your writ, in ousting you from (an) action by this writ.

Toudeby. Defend your right etc.

Scrope. ²We are² willing to aver that you have no estate in these tenements save for term of your life, and this writ supposes the contrary. Judgment whether you will be answered to this writ.

Miggeley. He that is received to defend his right can plead to my action and to my estate only to defend his tenancy, by showing his right. And she² is received and does not show her right etc., but pleads to the abatement of my writ, and this is the contrary of (the terms of) her reception, and the law does not suffer her to plead to this. Judgment etc.

BEREFORD C.J. He wants to aver that your husband and you purchased the tenements for term of your two lives, (in which case) you have² an action only as to the freehold and not as to the right, and your writ supposes the reverse of his statement. And thus your statements are at issue. Do you want the averment?

Miggeley. Sir, we beg leave to purchase a better writ.

And he had the leave.

¹ Stat. Westm. II. c. 3.

² Supplied from R.

II.¹*Cui in vita.*

Cust' qe fu la femme Ion Donhed porta *cui in vita* vers Henri de Berf. et Elienore sa femme q'i feseint defaute apres defaute. El' vint auant iugement et fu receu.

Scrop. La ou le bref suppose qe ceo est son dreit du doun vn tel. ele naueit vnqes fors franctenement de son doun a son baron et ali alor. ii vies iugement.

Migg. Vous estes receu a defendre vostre dreit et nent a bref abatre par qei

Ber. Ceo est al accioun a cesti bref. qar ele vous ost daccioun qant al dreit.

Den. Conge de querer meillor bref.

Et habuit.

III.²

³*Cui in vita* ou cely qe fut receu a defendre soun . . . dreit abatit le bref.³

Vne Eustace⁴ porta soun *cui in vita* vers vn ⁵Henry de Ber. et M.⁵ sa femme. Ber.⁶ fit defaute apres defaute par qei M.⁷ vynt auant iugement rendu et pria estre receu a defendre etc.⁸ et fut receu et demanda iugement du bref. Car Eustace⁹ se fet tittle quod clamat esse ius suum de dono ¹⁰talis I.¹⁰ nous vous dioms qe mesme cely I. de q'i ele prent soun tittle graunta mesme ceus tenemenz a Eustace et a soun baroun a terme de lor .ij. vyez. par fyn leue en la court. issint nauoyt¹¹ ele qe terme de vye et en soun bref. si¹² fet ele tittle de droit. iugement du bref.

Migg. Vous estes receu a defendre vostre dreit et nent pur bref abatre et pur ceo defendet vostre dreit si vous volet.

Herle. Ceo nest pas au bref. eynz est al accioun.

Et fuit breue cassatum per Berr.

¹ From X (first version). ² From G. Compared with F. ³⁻³ The head-note in F is:—Cui in vita porte vers vn home et femme et la femme par la defaute le baroun fut receu etc. et abati le bref pur ceo qe la demandaunte se fit tittle en sun bref quod clamat esse ius suum de dono talis la ou ele nauoyt qe a terme de vye. ⁴ femme F. ⁵⁻⁶ H. de B. et Margerie F. ⁶ H. F. ⁷ Margerie F. ⁸ son droit F. ⁹ la ou ele F. ¹⁰⁻¹⁰ Iohannis de Somery F. ¹¹ nad F. ¹² sey F.

II.

Cui in vita.

Eustace wife that was of John Dunheued brought a *cui in vita* against Henry of Bereford and Eleanor his wife, who made default after default. Eleanor came before judgment and was received.

Scrope. Whereas the writ supposes that this is her right by the gift of such one, she never had (anything) save freehold, by his gift to her husband and to herself, for their two lives. Judgment.

Miggeley. You are received to defend your right and not to abate the writ, wherefore (etc.)

BEREFORD C.J. This is (pleading) to the action by¹ this writ, for she ousts you of the action as to the right.

Denom. (We beg) leave to seek a better writ.

And he had (leave).

III.

Cui in vita where she that was received to defend her . . . right abated the writ.

One Eustace brought her *cui in vita* against one Henry of Bereford and Eleanor his wife. Bereford made default after default, wherefore Eleanor came before judgment given and prayed to be received to defend etc. And she was received and demanded judgment of the writ. 'For Eustace makes her title which she claims to be her right by the gift of one John' (and) we tell you that that same John from whom she takes her title granted these same tenements to Eustace and to her husband for term of their two lives, by a fine levied in the Court. Thus she had only term of life and in her writ she makes a title of right. Judgment of the writ.

Miggeley. You are received to defend your right and not to abate the writ. And therefore defend your right if you want to.

Herle. This is not (pleading) to the writ but to the action.

And the writ was quashed by BEREFORD C.J.

¹ Or 'to.'

IV.¹

De Ingressu.

Vn Eustace et sa femme porterent vn bref dentre vers Iohan de Somiruile et Emme sa femme. Iohan fist defaute apres defaute par quey Eustace et sa femme prierent seisine de tere. vynt la femme Iohan et dist quele fu nome en le bref et son baron nauoit rien si noun ioynt od luy et pria destre receu a defendre son dreit et fu receu et dist la fu quele defendesist son dreit.

Scrop. Il se fount titil en lur bref et dient les quex il cleymment estre lur dreit del doun vn R. sire bien est verite qe mesme celuy R. fu seisi des tenemenz qe sont en demaunde et les dona a mesmes ceux Eustace et A. sa femme a terme de lur deux vies et il. se fount titil de droit iugement si a tel titil deyuent il estre receu.

Migg. Vous priastes destre receu a defendre vostre² et par tel respounse vous ne le defendez pas. par quey il couent qe vous dietz altre chose.

Scrop. En tant come vous auetz malment consu vostre titil et nous le chalengeoms nous defendoms nostre dreit qe nous dioms qe par tel bref nule accioun poetz vser vers nous.

Ber. Si le bref vst dit les quex il cleymment tenir a terme de vie le bref vst estee assethe bon.

Migg. Mes qe nous ne poeim(us) estre receu a chalenger le bref la Court labatreit sil le veisent defectif et pur ceo nous demuroms en vos agars.

Ber. Si agarde la Court qil ne preignent rien etc.

V.³

⁴Entree ou le bref voleit *quod clamat esse ius suum de dono* etc. ou cely qe fut receu a defendre etc. *alegga* par fyn qe la demaundante nauoit qe terme de vie et auoit conge de gerer meliour bref etc.⁴

Vn femme porta bref dentre vers Iohan et Alice sa femme et dit *quod clam(at) esse ius suum de dono talis*. le baron fit defaute apres defaute, suruint Alice et dit qe les tenemens furent de son heritage et qe son baron nauoit rien etc. et pria destre r(ece)u et ⁵feut receu.⁵

¹ From *E.* ² *Suppl.* dreit. ³ From *M.* Compared with *B.* Headnote from *B.* ⁴⁻⁴ The headnote in *M* runs: Entre sur . . . femme feut . . . a defendre . . . droit etc. et v . . . auoir abati . . . et feut eo. . . . ⁵⁻⁵ dit (*suppl.* par) *B.*

IV.

Entry.

One Eustace¹ and his wife² brought a writ of entry against Henry of Bereford and Eleanor his wife. Henry made default after default, wherefore Eustace and his wife prayed seisin of the land. There came John's wife and said that she was named in the writ, and her husband had nothing except jointly with her. And she prayed to be received to defend her right. And she was received and was told to defend her right.

Scrope. They make their title in their writ and say 'which they claim to be their right by the gift of one John.' Sir, the said John was well and truly seised of the tenements which are now in demand and gave them to these same Eustace and A. his wife for term of their two lives. And they make their title (one) of right. Judgment whether they ought to be received to such a title.

Miggeley. You prayed to be received to defend your right, and by an answer like this you are not defending it. Therefore you must say something else.

Scrope. Inasmuch as you have badly conceived your title, and we challenge it, we are defending our right, because we say that you can have³ no action against us by a writ like this.

BEREFORD C.J. If the writ had run, 'which they claim to hold for term of life,' the writ would have been good enough.

Miggeley. Albeit that we cannot be received to challenge the writ, the Court would abate it if they were to see that it was defective. And therefore we abide your award.

BEREFORD C.J. The Court awards that they take nothing etc.

V.

Entry, where the writ asserted that she claimed to be her right by the gift etc., and he who was received to defend his right alleged on the strength of a fine that the demandant had only a term for life; and (the demandant) was allowed to get a better writ.

A woman brought a writ of entry against Henry and Eleanor his wife, and said 'which she claims to be her right by the gift of such one,' the husband made default after default, Eleanor intervened and said that the tenements were of her inheritance and that her husband had nothing etc. And she prayed to be received, and was received.

¹ A man's name in this report.

characteristic of the reporting.

² We leave this mistake, which is

³ Or 'make use of.'

Scrop. Lestat qe le demaundant ad en ceux tenements feut¹ ioint oue vn R. a terme de vos ii. vies par fyn leue en ceste Court etc. et depuis qe vous auez fait tite en le droit iugement etc.

Migg. Vous estes receu a defendre vostre droit et ne mye pur bref abatre et pur ceo def(endez) vostre droit.

Den. Depuis qe vous nauetz estat forsqe a terme de vie et vostre bref² etc. iugement etc.

Migg. Vous ne defendetz mye vostre droit einz pledez a nostre droit.

Berr. Entant com il plede a vostre droit il defent son droit qe si vous recouerez solom ceo qe vostre bref veut vous deussez recouerir fee et droit et il tent dauerrer par record qe vous nauez qe fraunct(enement) et pour ceo il vaut plus qe vous eietz conge etc. si la verite feut³ tiele.

Et habuit etc.

VI.⁴

Entre.

En Bref Dentre vers Ion et Alice sa femme, Alice fust receu a defendre son dreit par la Defaute Ion et dit par

Scrop. qe lestat qe la demaundaunte auoit ceo fust ioynt oue vn R iadys son baroun a lour ij vyes, par fyn et vostre Bref veut qe cest vostre dreit del doun vn T. Iugement de bref.

Migg. Vous estes receu a defendre vostre dreit et nient a bref abatre.

Denh. Si nous abatons vostre bref par taunt defendoms nostre dreit. Estre ceo lexepcioun est al accioun qant al fee et dreit.

Par qey la demaundaunte pria conge de qere meilour bref.

Et habuit.

VII.⁵

Vne feme porta soun⁶ *Cui in vita* et dit *quod clamat esse Ius suum de dono talis qui eam⁷ inde feoffauit* et le tenant fist default apres default suruynt vn qe fut receu a defendre soun⁸ dreit⁹ et dit qe la ou ele¹⁰ fet

¹ sount B. ² Add: voet B. ³ seit B. ⁴ From X (second version).

⁵ From C. Compared with T. ⁶ vn T. ⁷ ipsam T. ⁸ etc T. ⁹ Om. T.

¹⁰ la femme T.

Scrope. The estate which the demandant has in these tenements was joint with one R. for term of their two lives, by a fine levied in this Court etc. And since you have made title in the right, judgment etc.

Miggeley. You are received to defend your right and not to abate the writ, and therefore defend your right.

Denom. Since you have no estate save for term of life and your writ etc., judgment etc.

Miggeley. You are not defending your right, but you are pleading to our right.

BEREFORD C.J. Inasmuch as he¹ pleads to your right, he is defending his right, for if you recover according to what your writ says, you should recover fee and right, and he offers to aver by record that you have nothing save freehold, and therefore, if that be the truth, you had better have leave (to seek a better writ).

And he¹ had (leave), etc.

VI.

Entry.

In a writ of entry against Henry and Eleanor his wife, Eleanor was received to defend her right, by the default of Henry. And she said by

Scrope that the estate which the demandant had was joint with one R. sometime her husband, for their two lives, by a fine, and your writ says that this is your right by the gift of one T. Judgment of the writ.

Miggeley. You are received to defend your right and not to abate the writ.

Denom. If we abate your writ, we thereby defend our right. Moreover, the exception is to the action, as to the fee and right.

Therefore the demandant prayed leave to seek a better writ.

And she had (leave).

VII.

A woman brought her *cui in vita*, and said 'which she claims to be her right by the gift of such one who did thereof enfeof her'; and the tenant made default after default. There intervened one who was received to defend her right, and said that whereas (the

¹ Cf. Version IV. note 2, p. 67.

soun title ¹*quod clamat esse¹ ius suum de dono talis.* ele nauoit qe franc tenement de leez cely² iugement du bref.

Et non allocatur ³*qe il fut receu a defendre etc. et il³ ne put bref abatre.*

Note from the Record.

De Banco Roll 195a, Mich., 6 Edw. II., membr. 62 recto, Warwickshire. Written by Hampton'.

Eustachia que fuit vxor Iohannis de Dunheued optulit se iiii die versus Henricum de Bereford de placito duarum carucatarum terre cum pertinenciis in Dunchurche quas clamat esse ius suum uersus eum et Alianoram vxorem eiusdem Henrici de dono Iohannis de Someruille qui ipsam Eustachiam et predictum Iohannem quondam virum suum inde feoffauit, et in quas iidem Henricus et Alianora non habent Ingressum nisi per predictum Iohannem quondam virum ipsius Eustachie qui illas eis dimisit cui ipsa in vita sua contradicere non potuit etc. Et ipse non venit Et tam ipse quam predicta Alianora alias scilicet a die Pasche in tres septimanas proximo preteritas fecerunt defaltam postquam comparuerunt in Curia etc. Ita quod tunc preceptum fuit vicecomiti quod caperet predicta tenementa in manum domini Regis etc. Et quod summoneret eos quod essent hic ad hunc diem audituri inde Iudicium suum etc. Et vicecomes modo testatur quod predicta tenementa capta sunt in manum domini Regis etc. Et quod summonuit etc. Et super hoc venit predicta Alianora et petit quod per defaltam predicti Henrici viri sui non admittat (*sic*) predicta tenementa etc. cum ipsa parata sit Ius suum inde defendere etc et predicte Eustachie inde respondere etc. et quod ipsa ad defensionem Iuris sui in hac parte admittatur etc.

Et admittitur.

84. WHEPSTED v. CROFT.⁴

I.⁵

Cui in vita ou le tenant pria cyde de vn hors de lez degres et ceo fut contreplede et non allocatur in hoc casu.

Vne demaunde en .iiij. villes scilicet en A. B. et C. *In quas non habet ingressum nisi per Henricum de E. quondam virum Is(abelle) matris predicte T. cuius heres ipse est qui illas etc cui etc.*

¹⁻¹ ut *T.*

² mesme celuy *T.*

³⁻³ pur ceo qe celuy qest receu *T.*

⁴ Reported by *B, C, E, F, G* (twice), *M, T, X*. This is Vulg. 9. ⁵ From *C*. Compared with *T*. As, however, the beginning of this case in *T* was on a folio which is missing, the report in *T* begins in the middle of the case, at a point which is shown by footnote 1 on p. 70.

demandant) made her title 'which she claims to be her right by the gift of such one' she had nothing save freehold by the lease of the said (man). Judgment of the writ.

And (the exception) was not allowed, because she was received to defend etc., and could not abate the writ.¹

Note from the Record.

De Banco Roll 195a, Mich., 6 Edw. II., membr. 62 recto, Warwickshire. Written by Hampton'.

Eustace, who was the wife of John of Dunheved, presented herself on the fourth day against Henry of Bereford in a plea of two carucates of land with the appurtenances in Dunchurch² which she claims to be her right against him and Eleanor wife of the said Henry, by the gift of John of Someruille³ who enfeoffed thereof the said Eustace and the said John, sometime her husband, and into which the said Henry and Eleanor have no entry save by the said John sometime husband of the said Eustace who leased them to them (and) whom in his lifetime she could not oppose etc. And he has not come, and as well he as the said Eleanor made default before now, to wit, in three weeks from Easter last past after they had appeared in Court etc., so that at that time the Sheriff was commanded to take the said tenements into the hand of our Lord the King etc., and to summon them that they be here at this day, to hear their judgment in this matter etc. And the Sheriff now testifies that the said tenements are taken into the hand of our Lord the King etc., and that he summoned etc. And thereupon comes the said Eleanor and demands that she lose not the said tenements by the default of the said Henry, her husband etc., since she is ready to defend her right in this matter etc. and to answer the said Eustace in this matter etc. And (she prays) that she be admitted to defend her right in this respect etc.

And she is admitted.

84. WHEPSTED v. CROFT.

I.

Cui in vita where the tenant prayed aid from one outside the degrees, and that was counterpleaded, and it was not allowed in this case.

One demands (tenements) in three villis, namely, in A, B, and C, 'into which the tenant has no entry save by Henry of Walpol sometime the husband of Isabel mother of the said (demandant), whose heir he is, who (leased) them (etc.) and whom etc.'

¹ A remarkable misunderstanding.

² Cf. above, p. 64 note 2.

³ A John de Somerville, knight, was collector etc. of the 11th and 7th in co.

Warwick in 1295 (*Cal. Pat.* 1292-1301, p. 171), and of the 15th in 1301 (*ibid.* p. 611).

Denom. La ou il fet sa demaunde en A. B. et C. nous dioms qe B. nest ville ne hamel iugement du bref.

Scrop. Vous auez demaunde la vewe.

Denom. Ceste excepcion est apres la vewe auxi com auant.

Heruy. Vous ne deuez pas mesconustre le noun de la ville ne de la p(erson)e qer lun et lautre put estre ascerte sanz la vewe. mes si vous volez dire nent en cele ville eynz en autre. vous serez bien receu et pur ceo responez.

Denom. La ou il fet sa demaunde en A. B. et C. nous vous dioms qe lez tenemenz sunt en A et vous dioms qe Amyce nad rens en ceux tenemenz si noun a terme de vie et le fee et le dreit repos en la persone Ion fiz .s. de B. sanz qi etc. et prioms eid etc.

Scrop. Coment tent ele a terme de vie.

Denom. Vn Henry de C. et Is(abelle) sa femme donerent ceux tenemenz a .A. et .s. de P. sanz Warranty et a lez heirs .s. et Ion est fiz et heir s. en le fee demurt iugement et veez cy fet qe le testmoigne.

Deno. Ion de qi vous priez eyde est hors dez degrez iugement.

Et non allocatur in hoc casu.

Scrope. Les tenemenz qe sunt en demaunde ne sunt pas compris deynz la fyn iugement si eyde deuez auer.

Herle. A ceo ne pooms estre partie sanz Ion et prioms eyde.¹

Scrop. Si troue seit qe lez tenemenz sunt compris deynz la fyn. vous auerez eyd et en tant si² ad le demaundaunt delay³ de² sa demaunde et si troue qe² nent compris. vous nauerez eyde. *Et dautrepart* vous qe clamez estat a terme de vie par fyn. vous deuez prouer vostre estat par especialte si vous volez eyde auer. si ceo ne² seit tenant⁴ en dower ou par la ley Dengleterre. mez ore² lez tenemenz ne sunt pas compris en la fyn qe vous mettez auant iugement. Et de autrepart la fyn en ly mesme proue qe lez tenemenz ne sunt my compris, qe la demaunde est de vn⁵ mes(e)⁶ et² xl acres de boys et la fyn veot⁷ tere sanz boys.

Berr. Mes(e)⁸ put estre appartenant a mees et boys a tere par

¹ Here begins the report in *T.* ² *Om. T.* ³ *delaie T.* ⁴ *tenu a terme de vie T.* ⁵ *xi T.* ⁶ *mees T.* ⁷ *ne veot forsque vn mees de T.* ⁸ *mees T.*

Denom. Whereas she makes her demand in A, B, and C, we say that B is neither a vill nor a hamlet. Judgment of the writ.

Scrope. You have demanded the view.

Denom. This exception lies after the view as well as before it.

STANTON J. You should not be ignorant of the name of a vill or of a person, for one and the other can be ascertained without the view. If, however, you want to say 'not in that vill but in another,' you will well be received. And therefore answer.

Denom. Whereas he makes his demand in A, B, and C, we tell you that the tenements are in A, and we tell you that Amice has nothing in these tenements save for term of life, and the fee and the right remain in the person of John son of Geoffrey Beaufeu without whom etc. And we pray aid etc.

Scrope. How does she hold for term of life?

Denom. One Henry FitzJohn and Isabel his wife gave these tenements to Amice and Geoffrey Beaufeu without warranty, and to the heirs of Geoffrey, and John is the son and heir of Geoffrey (and) in (him) remains the fee. Judgment. And see here the deed which witnesses this.

Denom. John of whom you pray aid is outside the degrees. Judgment.

And it¹ was not allowed in this case.

Scrope. The tenements which are in demand are not comprised in the fine. Judgment whether you ought to have aid.

Herle. We cannot be a party to this without John, and we pray aid.

Scrope. If it be found that the tenements are comprised in the fine, you shall have aid (and) in so far the demandant suffers a delay in his demand; and if it be found that (they are) not comprised, then you shall have no aid. And on the other hand you who claim estate for term of life by fine, if you want to have aid, ought to prove by specialty your estate, if it be not (as a) tenant in dower or by the law of England.² Now, however, the tenements are not comprised in the fine which you put forward. Judgment. And on the other hand the fine in itself proves that the tenements are not comprised, because the demand is of a messuage and forty acres of wood and the fine speaks of land without wood.

BEREFORD C.J. A messuage can be appurtenant to a messuage, and a wood to land. Therefore, albeit that the fine speaks only of

¹ Namely, the exception: 'outside the degrees.' was needed; cp. below (II), p. 73, where *Scrope's* statement is clearer.

² In these two cases no specialty

gei¹ tut ne veet la fyn forge¹ vn mees et tere sanz boys par tant nensewt² il mye qe lez tenemenz ne sunt pas compris.³

Scrop. Si nous grantoms eyde. ⁴il abatera⁴ nostre bref qe nostre bref veot qe Amyce nad entre si noun par Henry⁵ de .C. etc. et la fyn veot¹ qe⁶ par H. et Is(abelle) sa femme. Et dautrepart si ele eit eyde de Ion⁷ par vertue ⁸de cele⁸ fyn: nous sumes barre⁹ a touz iours qe la fyn testmoigne qe Is(abelle) nostre mere de qi nous pernoms nostre tittle fut partie a cele fyn ouske H. Ion⁷ vendra en court et¹⁰ monst(rer)a¹¹ auant ¹²la fyn¹² en barre a nostre accioun ou nous ne seroms pas receu a dire¹³ qe lez tenemenz ne sunt pas contenuz en la fyn si nous la grantoms ore.

Herle. Nous ne ¹⁴mettoms pas auant¹⁴ la fyn en tele manere. eynz la¹⁵ mettoms¹⁶ en euydence a la court.

Scrop. Si¹⁷ vous ne vssez nul¹⁸ fet. vous naueriez nul¹⁸ eyde. et nous dioms qe lez tenemenz nent compris¹⁹ etc. qe amount a¹ tant cum²⁰ vous ne¹ vssez riens.²¹

Berr. Ele ad clame si feble estat en court qe ele ne put estre partie etc. et afferme le dreit en la persone I. et en euydence de ceo la¹ ele vse la fyn ²²de eyd auer et pur ceo etc.

*Et habuit auxilium.*²²

II.²³

²⁴*Cui in vita* ou le tenant apres la vewe ne pout pas abatre le bref par tant qe le lyw ne fut vile ne hamele, mes dit qil nauoyt etc. forke a terme de vye et la reuercioun fut a vn atre et pria eyde de ly.²⁴

Vn homme demaunda certain tenements vers P. de Gorche²⁵ et Letice²⁶ sa femme et²⁷ ²⁸H. O²⁸ et A. q(i) d(emaun)d(erent) la viewe et auoient etc. et puis vn autre iour,

Den. Ceo²⁹ nest ville ne Burghe ne hamell(et) iugement du bref.

Scrop. A ceo nauendrez mye qe vous auez eu la viue etc.

Herle. De puis qe chesqun demaunde deit estre fait en³⁰ ville et

¹ *Om. T.* ² ne sount *T.* ³ *Add:* en la fyn *T.* ⁴⁻⁴ nous abateroms *T.* ⁵ *H. T.* ⁶ qil entra *T.* ⁷ Iohan *T.* ⁸⁻⁸ a cest *T.*
⁹ daccioun *T.* ¹⁰ par ceste eyde prier il *T.* ¹¹ mettra *T.* ¹²⁻¹² cel fyne
 encontre nous *T.* ¹³ dedire *T.* ¹⁴⁻¹⁴ vsoms pas *T.* ¹⁵ nous *T.* ¹⁶ *Add:*
 auant la fyn *T.* ¹⁷ et *T.* ¹⁸ pas *T.* ¹⁹ *Add:* prest *T.* ²⁰ qe *T.* ²¹ nulle
 fait *T.* ²²⁻²² pur ceo eit leide etc. *T.* ²³ *From M.* Compared with *B, F.*
 Headnote from *F.* ²⁴⁻²⁴ The headnote in *B* is: Entree ou le tenant apres la
 vewe demande chalengea le bref pur ceo qe la ou il supposeit qe les tenements
 furent: ne fut ville Burge ne hamelle et ne fut pas a coe resceu. et pus pria eyde la
 ou coe fust a contrar de soun bref. et non obstante il auoit leyde *vide causam.*
²⁵ Gros *B, F.* ²⁶ Luce *B, F.* ²⁷ en *F.* ²⁸⁻²⁸ N.C. *B, F.* ²⁹ C. *F.* ³⁰ *Add:*
 certeyn *B, F.*

a messuage and land without (a) wood, from that it does not follow that the tenements are not comprised.

Scrope. If we grant aid, he will abate our writ, for our writ says that Amice has no entry save by Henry of Walpol etc. and the fine says that (she has entry) by Henry and Isabel his wife. And on the other hand, if she have aid of John by virtue of this fine, we are barred for ever, because the fine witnesses that Isabel, our mother, from whom we take our title, was a party to this fine, together with Henry. John will come into court and will show the fine in bar of our action, while we shall not be received to say that the tenements are not contained in the fine, if we grant (the fine) now.

Herle. We do not put forward the fine in that way, but we put it forward, in¹ evidence for the Court.

Scrope. If you had no deed, you would have no aid. And we say that the tenements are not comprised etc., which amounts to the same as if you had nothing.

BEREFORD C.J. She has claimed in Court such a slight estate that she cannot be a party etc., and she affirms the right in the person of John, and in evidence thereof she uses the fine in order to have aid. And therefore etc.

And she had aid.

II.

Cui in vita where the tenant could not after the view abate the writ on the ground that the place was neither vill nor hamlet, but he said that he had only etc. for term of life and the reversion belonged to another and prayed aid of him.

A man demanded certain tenements against Peter of Croft and Amice his wife, and H., O., and A. They demanded the view, and they had it etc., and afterwards, on another day,

Denom. That is (neither) a vill, nor a burgh, nor a hamlet. Judgment of the writ.

Scrope. To that you cannot get because you have had the view etc.

Herle. (Judgment etc.) since every demand must be made in

¹ Cp. above, p. 54, where counsel evidence to an inquest.
is reported to make statements 'in

vous demaandez tenements en C. et nous volloms auerrer qe C. nest pas ville etc. et vous ne poez ceo dedire etc.

Den. ¹*ad idem*¹ nous auoms eu la viue et par taunt nous sumus acerte etc.

Scrop. Par la viue estes vous ascerte le quex tenements sount en vne ville ou en autre mes si C. soit ville etc. ou ne mye ceo porriez auxi bien sauoir deuant com apres par qei cest excepcion git nat(ur)eument deuant la viue.

Herle. De puis qe nous tendoms dauerrer qe C. nest ville etc. nentendoms mye qe vous vollez cesti bref meintenir.

Heruy. Vous nabat(er)ez mye eesti bref par ceste excepcion apres la viewe par qei r(espone)z etc.

Denom. P. et L. nount rien en ceux tenements forsqe a terme de vie L.² del doun ³vn A. qⁱ³ de ceo enfeffa R. iadiz son baron a eux deus et a les heirs R. etc. et la reuercion est a vn R. heir R. etc.⁴ et prioms eide de ly.

Scrop. Eide ne deuez auoir qe nous soppoms par nostre bref qe Luce entra par le baron nostre mere et vous sopposez qe ele entra par nostre mere et son baron et nous volloms auerrer nostre bref. Item vous ne moustrez rien qe testm(oigne) vostre dit.

Den. Certain an etc. en ceste Court se leua vn fyn scilicet qun A. et D. sa femme de qⁱ seisine etc. conissoient les tenements qe ore sount en demaunde estre le droit R. de B.⁵ et les rendi a R. et a Luce sa femme et as heirs R. issint qe ceste Luce nad rien forsqe a terme de vie la reuercion a R. le fitz R. de B.⁵ sanz qⁱ nous ne pooms ceux tenements (m)ener en iugement et prioms eide de ly.

Scrop. Vostre⁶ bref soppose qe vous entrastes par A. a qⁱ D nostre mere ne pout contre dire etc. et vous mettez auant fyn qe vous entrastes par A. et D. qest contrarie a nostre bref par qei cel plee est en abatement de nostre bref.

Herle. Nous ne mettoms pas a vous pour vostre bref abatre ne com barre de vostre accioun einz a la Court en euidence et prioms eide.

Scrop. Les tenements qe sount en demaunde ne sount pas compris dein la fyn iugement si vous deuez eide auoir.

Herle. A cel auerrement ne pooms estre partie sanz R. en qⁱ persone etc. et prioms eide dely etc. *vt prius*.

¹⁻¹ Om. B, F. ² Luce B, F. ³⁻³ A et D qⁱ B. vn A et D sa femme qe F.
⁴ de qⁱ etc. B, F. ⁵ Bealf B. Beauf F. ⁶ nostre B, F.

a vill, and you demand tenements in C, and we are willing to aver that C is not a vill etc., and you cannot deny this (our statement).

Denom. (to the same purpose). We have had the view and by that we have ascertained etc.

Scrope. By the view you have ascertained which tenements are in one vill or in another, but whether C be a vill etc., or no, that you could know as well before (the view) as after (it). Therefore this exception naturally lies before the view.

Herle. Since we tender the averment that C is no vill etc., we do not think that you will maintain this writ.

STANTON J. You will not abate this writ by this exception after the view. Therefore answer etc.

Denom. Peter and Amice have nothing in these tenements save for term of the life of Amice, by the gift of one Henry, who enfeoffed Geoffrey sometime her husband, to them both and to the heirs of Geoffrey etc., and the reversion belongs to one John the heir of Geoffrey etc. And we pray aid of him.

Scrope. Aid you should not have, for we suppose by our writ that Amice entered by our mother's husband, and you suppose that she entered by our mother and her husband, and we are ready to aver our writ. Further, you do not show anything that would witness your statement.

Denom. In a certain year etc. in this Court a fine was levied, namely, that one Henry and Isabel his wife, on whose seisin etc., made conusance that the tenements which are now in demand were the right of Geoffrey Beaufeu, and rendered them to Geoffrey and to Amice his wife, and to the heirs of Geoffrey, so that this Amice has nothing save for term of life, the reversion to John the son of Geoffrey Beaufeu, without whom we cannot bring these tenements into judgment, and we pray aid of him.

Scrope. Our writ supposes that you entered by Henry, whom Isabel our mother could not oppose etc., and you put forward a fine (which witnesses) that you entered by Henry and Isabel, and this is contrary to our writ. Therefore this plea is in abatement of our writ.

Herle. We do not put (it) before you, (in order) to abate your writ, or as a bar to your action, but to the Court in evidence. And we pray aid.

Scrope. The tenements which are in demand are not comprised in the fine. Judgment whether you ought to have aid.

Herle. To this averment we cannot be (a) party without John in whose person etc. And we pray aid of him etc. (as before).

Scrop. Si nous grauntassoms leyde en ceo cas ceo serroit a graunter lentre par la fyn et issint abatre nostre bref demesne par quei de puis qe nous volloms auerrer qe ceux ne sount mye les tenements compris dedeinz la fyn iugement si vous deuez eide auoire.

Herle. Depuis qe nous auoms estat forsqe de fraunctenement ne nous ne pooms estre partie sanz cely en qi le fee et le droit repose a trier le quel qe la fyn se leua de ceux tenements ou des autres.

Wesc. Si nous feussoms soul partie a cel enqueste et lenqueste passat etc. issint deussoms estre partie a trier autri droit.

Scrop. Si cest eyde vous feut graunte et il acceptast et feut somouns et ne vint pas pour ceo qil auoit accepte auant la fyn pour bon¹ de mesme les tenements en la manere com vous auiez dit si serroit son bref abatu ou il serroit barre.

Toud. Si ceux qe prient eide feissent defaute etc. et R. vensist et priast estre receu etc. ceo serroit bon r(esponse) qe les tenements ne furent pas compris deinz la fyn et partaunt ne serroit il pas r(eceu) sil ne pout monstrier qe les tenements feussent compris dedeinz la fyn par quei il semle qe il ne deiuent eidz auoir de R. depuis qe nous tendoms dauerrer etc. et il ne le peut dedire.

Herle. Nous sumus de si feble estat qe nous ne pooms estre partie soul a dedire etc. Item nous² mettoms pas auant la fyn a la partie mes a la Court en euidence etc.

Scrop. De puis qe vous clamez lestat qe vous auetz par pourchace il couient qe vous mettez auaunt especiaute a la Court et a la partie qe vous nestes mye de tiel condicioun com serroit tenant en dowere ou par la ley dengleterre ou nul especiaute appent.

Berr. Pour ceo qe nous veioms qil ne peut estre partie a lauerrement qe vous tendez sanz R. nous froms venir R. etc. et ia le meyns nous entroms en roulle coment vous tendez dauerrer qe les tenements demaundez ne sount mye compris de deinz la fyn issint qe nul desauantage a vous nacretera de ceo qe leide ly ad³ grante.

⁴Et ⁵ideo fuit⁵ etc.⁴

III.⁶

Entre.

Vn Laurenz porta soun bref dentre devers vn Thom(as) et fit sa demaunde en iii. vilez.

¹ leue B.

² Add: ne B, F.

³ est B, F.

⁴⁻⁴ Om. B.

⁵⁻⁵ habuit F.

⁶ From G (first version).

Scrope. If we were to grant the aid in this case that would be to grant the entry by the fine, and thus to abate our own writ. Therefore, since we are ready to aver that these are not the tenements comprised in the fine, judgment whether you ought to have aid.

Herle. Since we have an estate of freehold only, we cannot without him in whom the fee and the right remain be a party to the trying of the question whether the fine was levied as to these or as to other tenements.

Westcote. If we alone were a party to this inquest, and the inquest passed etc., we should be a party to the trying of another person's right.

Scrope. If this aid were granted to you, and he¹ accepted it² and³ was summoned and did not come, since before he had accepted the fine as good as to the same tenements in the way in which you have stated, his writ would be abated or (else) he would be barred.

Toud. If those who pray aid made default etc. and John came and prayed to be received etc., it would be a good answer (to say) that the tenements were not comprised in the fine, and thus he would not be received if he could not show that the tenements were comprised within the fine. Therefore it seems that they ought not to have aid of John, since we tender the averment etc., and he cannot deny it.

Herle. Our estate is so slight that we cannot alone be a party (so as) to deny etc. Further, we put forward the fine, not⁴ to the party, but to the Court in evidence etc.

Scrope. Since you claim to have what estate you have by purchase you must put forward (some) specialty to the Court, and to the party; for you are not in a position like that of a tenant in dower or by the law of England, in which cases no specialty is needed.

BEREFORD C.J. As we see that he cannot without John be a party to the averment which you tender, we shall cause John to come etc. But nevertheless we will enter on the roll that you did tender the averment that the tenements demanded are not comprised in the fine. Thus no disadvantage will accrue to you from the fact that aid was granted to him.

And therefore it was etc.

III.

Entry.

One Henry brought his writ of entry against one Peter and made his demand in three villis.

¹ The demandant.

² The fine.

³ The warrantor.

⁴ Supplied from *B, F.*

Herle def(endist) etc. et dit. qil auoit fet sa demaunde en iii. vilez. *scilicet* a. b. c. la dioms nous qe C. nest vile ne Hamele ne Burg(e) iugement du bref.

Toud. Vous auet eu la veuwe. iugement si a ceste excepcion ore deuuet auenir.

Herle. Par la veuwe sumes nous acerte de la demaunde. Et estre ceo. si nous descendissoms en enqueste. dequel veigne vendra pais. dil hure. qil nad my tele vile.

Toud. Auxi ben pusset vous estre acerte auaunt la veuwe cum apres. qe de vile naueret iammes veuwe forqe soulment de frauncement gest en demaunde.

Malm. ad idem. Si vous voillet dire. qe les tenemenz ne furent my en la vile nome en le bref. mes en autre vile. ceo ne poet my dire apres la veuwe.

Herle vt prius.

Berr. Et ses comp(agnons) dyseynt qe la veuwe ne gist my enceo cas. et ag(arderent) qe *Herle* r(espondist) outre.

IV.¹

Cui in vita ou yly auoit vn bon pryer eyde et leyde fut grante par la curt. et si la partie le vst graunte. il vst abatu son bref demesne.

Vn Ion le fitz Is(abele) de Wolptede porta soun *cui in vita* vers vn pere de Crofte et Amice sa femme. et dit en les queus lauaunt dite Amice nauoyt entre si noun par vn Richard iadis baroun mesme ceste Is(abele) qi heir il est. a qi ele en sa vye etc.

Herle. Sire Pere vous dit qil nad ren en ceus tenemenz si noun cum baron Amice. A(mice) vous dit qele nad ren en ceus tenemenz si noun a terme de vie dil heritage vn Ion fiz et heir G. etc. saunz qi les auaunt-diz P(ere) et A(mice) ne pount ceus tenemenz mener en iugement. et priunt eyde de ly.

Scrop. A graunter leyde. nous abet(eri)o(ms) nostre bref demesne. par qei etc.

Denom. Y couent qe nous eyoms eyde. qe eyet icy vne fyn. qe veet qe Richard iadis baroun ysabele vostre mere. et Is(abele) vyndrent en curt et conisserent les tenemenz estre le dreit G. le premer baroun Amice. et ceo ly renderent en la curt a auer et tenir a G. et a A(mice)

¹ From *G* (second version).

Herle defended etc. and said that (whereas) he had made his demand in three villis, to wit, A, B, and C, we tell you that C is not a vill, nor a hamlet, nor a burgh. Judgment of the writ.

Toudeby. You have had the view. Judgment whether you can get now to this exception.

Herle. By the view we have ascertained the demand. And moreover, if we were to go to an inquest, from what venue will the jurors come, since there is no such vill?

Toudeby. You might have ascertained (this) equally well before the view, as afterwards; for you will never have a view of the vill, but only of the freehold which is in demand.

Malberthorpe (to the same effect). If you want to say that the tenements are not in the vill named in the writ, but in another vill, you cannot say this after the view.

Herle (as before).

BEREFORD C.J. and his fellow-Justices said that the view¹ did not lie in this case, and ruled that *Herle* should answer over.

IV.

Cui in vita where there was a good aid-prayer, and the aid was granted by the Court. And if the party had granted it, he would have abated his own writ.

One Henry the son of Isabel of Whepsted brought his *cui in vita* against one Peter of Croft and Amice his wife, and said 'into which the said Amice had no entry save by one Henry sometime husband of this same Isabel, whose heir he is, and whom Isabel could not in his lifetime oppose etc.'

Herle. Sir, Peter tells you that he has nothing in these tenements save as the husband of Amice. Amice tells you that she has nothing in these tenements save for term of life, of the inheritance of one John son and heir of Geoffrey etc., without whom the said Peter and Amice cannot put these tenements into judgment. And they pray aid of him.

Scrope. By granting the aid we should abate our own writ. Therefore etc.

Denom. We ought to have aid, for see here a fine which says that Henry, sometime husband of Isabel your mother, and Isabel came into Court and made consusance that the tenements were the right of Geoffrey, the first husband of Amice, and rendered them to him in the Court, to have and to hold to Geoffrey and to Amice and to the

¹ *Corr.*: The exception after the view did not lie in this case.

et les heirz G. et issint prioms eide de Ion qest fiz et heir .G. en qi etc. repose.

Scrop. Vous ne deuēt eide auer. qe les tenemenz qe nous demaundoms ne sunt pas compris en la fyn.

Herle. Ore couent qe nous eyoms eyde. qe nous ne pooms estre partie a cel auerement sanz le heir G. etc.

Toud. Vous priet eide par vertu de vostre fyn. qe vous donne estat a terme de vostre vye. la vous dioms nous qe eide ne deuēt auer. qe les tenemenz qe nous demaundoms ne sunt pas compris en la fin. et issi dioms nous qe par vertue de cele fyn eide ne deuēt auer de tenemenz qe ne sunt pas compris en la fyn.

Denom. Si nous fussoms chac(es) à respondre a ceste auerement nous seroms mys a pleder le droit. et nous auoms dit qe nous ne pooms respondre saunz Ion enqi etc. iugement si eide ne deuoms auer.

Scrop. Qant tenaunt par la ley dengleterre. ou femme tenaunt en douwere priunt eyde. il ne couynt my qil mustrent especialte de lor estat. Car commune ley lor eide. mes qaunt vous dites qe vous nauet mesqe frauntenement dautri lees. y couent mustrer especialte. qe testmoigne vostre dit. par qei vous mettēt auaunt ceste fyn. la quele est barre a nostre accioun. et en abat(ement) de nostre bref. dunt a graunter vous eide par vertue de ceste fin. nous abater(i)oms nostre bref demesne. par qei vous ne deuēt eide auer.

Scrop iust(ice). Il mettunt auaunt ceste fyn solempnement¹ a la curt en euidence de lor estat. et nemy a barrer vous daccioun. car a mettre lauaunt cum bare. ceo seroit a pleder le dreit. et vous dyunt. qil ne pount ceo pleder saunz Ion Mes cest lauerite. sil grauntiss(ere)nt eyde. il abat(ereie)nt lor bref demesne. par qei y couent qe la curt le face ensy le bref et le proces sera² sauue.

Et a ceo acorderent toz les iustices.

Et habuit auxilium.

V.³

Cui in vita excepcio ad villam non allocatur post visum.

En Bref porte vers P. de Grousse et Luce des tenemenz en C supposant Lentre par T baroun Alice miere le demaundaunt,

¹ Corr. solemant.

² Interlined. A sera after ensy is cancelled.

³ From X.

heirs of Geoffrey. And thus we pray aid of John who is the son and heir of Geoffrey in whom remain etc.

Scrope. You ought not to have aid, for the tenements which we demand are not comprised in the fine.

Herle. We ought to have aid now, for we cannot be a party to this averment without the heir of Geoffrey etc.

Toudeby. (Whereas) you pray aid by virtue of your fine, which gives you an estate for the term of your life, we tell you that you ought not to have aid, because the tenements which we demand are not comprised in the fine. And thus we say that by virtue of that fine you ought not to have aid as to tenements which are not comprised in the fine.

Denom. If we were driven to answer to this averment, we would be compelled to plead (as to) the right. And we have said that we cannot answer without John in whom etc. Judgment whether we ought not to have aid.

Scrope. When a tenant by the courtesy of England, or a woman (who is) tenant in dower, prays aid, it is not necessary that they show a specialty as to their estate, for the common law helps them. But when you say that you have only freehold by another's lease, you must show a specialty which witnesses your statement. Therefore you put forward this fine, which is a bar to our action and in abatement of our writ. Therefore (if we were) to grant you aid by virtue of this fine, we should abate our own writ. Therefore you ought not to have aid.

SCROPE J. They do put forward this fine to the Court solely in evidence of their estate, and not to bar your action. (For to put it forward as a bar would be to plead (as to) the right) and they tell you that they cannot plead (as to) this without John. But it is true that if they were to grant aid, they would abate their own writ. Therefore the Court must do so.¹ Thus the writ and the process will be saved.

And with this all the Justices agreed.

And he had aid.

V.

Cui in vita. An exception to the vill was not allowed after the view.

In a writ brought against Peter of Croft and Amice, for tenements in C, supposing the entry by Henry husband of Isabel, the demandant's mother—

¹ i.e. The Court should grant aid.

Denh. C. nest pas ville iugement de bref.

Scrop. A ceo nauendrez pas apres la vewe qar par La vewe estes asserte le qel les tenemenz soient en vne ville ou en autre et nient le qel C soit ville ou hamelet car ceo puriez sauer par la somounse et par le oye du bref.

Et fust oste de cel excepcion par agard pur la vew.

Denh. P. et Luce tenent ces tenemenz a La vye Luce del feffement vne Alice qe feffa Luce et R iadys son Baroun a eux et as heirs R. issint demoert la reuersion en R. fitz et heir R. et prioms eide etc.

Scrop. Nous supposoms vostre entre par autre qe vous ne supposez issint vostre prior est al contrarie de nostre bref par qey si vous ne mostrez fait en tesmoignaunce vous nauendrez pas de eide auoir.

Denh. T. et Alice sa femme vostre miere de qi seisine vous demaundez par fyn coniceient les tenemenz estre le dreit R adonques Baron Luce et ces rendirent a R. et luce et as heirs R. issint prioms eide.

Scrop tendi dauerer lentre par T. com le Bref supp(oseit).

Herle. La manere de nostre entre dioms pur doner euidence a la court pur eide auer et nient pur respounce a vostre bref ne a vostre accioun.

Scrop. Les tenements nient compris deinz la fyn prest etc.

Herle. A cest auerement ne pooms estre partie saunz R. par qey

*Berf.*¹ Nous grauntoms leid doffice mes nous froms entrer Lauerement qe vous tendez pur vous sauuer vostre respounce autre foiz si la fyn soit alegge countre vous.

VI.²

Nota.

Nota qe la ou vn bref fu porte vers vne femme la femme dist qe les tenemenz furent donez a luy et a son baron et as heirs son baron par fyn et son baron fu mort et pria eyde del heir son baron et dist fu qe

¹ Interlined.

² From *E*.

Denom. C is not a vill. Judgment of the writ.

Scrope. To that you cannot get after the view, because by the view you have ascertained whether the tenements are in one vill or the other, and not whether C is a vill or a hamlet. For this latter you could have known by the summons and by the oyer of the writ.

And he¹ was ousted of this exception, by ruling of the Court, because of the view.

Denom. Peter and Amice hold these tenements for the life of Amice, by the feoffment of one Henry, who enfeoffed Amice and Geoffrey, sometime her husband, to them and to the heirs of Geoffrey. Thus the reversion belongs to John, son and heir of Geoffrey. And we pray aid etc.

Scrope. We suppose your entry (to have been) by another than you do. Thus your prayer is in opposition to our writ. Therefore you will not get your aid unless you show a deed in evidence.

Denom. Henry and Isabel his wife, your mother, of whose seisin you demand, by a fine made consusance that the tenements were the right of Geoffrey at that time Amice's husband, and they rendered them to Geoffrey and to Amice and to the heirs of Geoffrey. On this ground we pray aid.

Scrope tendered the averment that the entry (had been) by Henry as the writ supposed.

Herle. We tell the manner of your entry to give evidence to the Court (in order) that we may have aid, and not as an answer to your writ or to your action.

Scrope. The tenements (are) not comprised in the fine. Ready etc.

Herle. To this averment we cannot be a party without John. Therefore

BEREFORD C.J. We grant aid *ex officio*, but we shall cause an entry of the averment which you tender to be made, to save you your answer if at some other time the fine be alleged against you.

VI.

Note.

A writ was brought against a woman. The woman said that the tenements had been given to her and to her husband and to her husband's heirs, by a fine, and her husband was dead. And she prayed aid of her husband's heir. And it was said that the tenements

¹ The tenant.

les tenemenz en demaunde nent compris deynz la fyn. et *hoc non obstante* la Court de luy mesme la granta eyde pur ceo qe le auoit conue si feble. estat en sa persone et qe le ne poeit les tenemenz mettre en iugement saunz eyde.

Notes from the Record.

I.

De Banco Roll 195a, Mich., 6 Edw. II., membr. 88 recto. Huntingdonshire.
Written by Luding'.

Henricus filius Isabelle de Whepsted per attornatum suum petit uersus Petrum de Crost et Amiciam vxorem eius nouem mesuagia septem virgatas terre trescentas et viginti acras bosci et quatuor solidatas redditus cum pertinenciis in Akedene Magna Stoctone Bichamstede et Pyrye vt Ius et hereditatem suam et in que eadem Amicia non habet ingressum nisi per Henricum filium Iohannis de Walpol quondam virum Isabelle filie Gilberti de Whepstede matris predicti Henrici filii Isabelle cuius heres ipse est qui eidem Amicie et Galfrido de Bella Fago quondam viro suo illa dimisit cui ipsa Isabella in vita sua contradicere non potuit etc.

Et Petrus et Amicia per ipsum Petrum attornatum ipsius Amicie veniunt Et dicunt quod predicta tenementa sunt in predicta villa de Bichamstede tantum, que tenementa cum pertinenciis simul cum aliis tenementis fuerunt in seisina quorundam Henrici filii Iohannis et Isabelle vxoris eius vt de Iure ipsius Isabelle qui de tenementis illis feoffarunt quosdam Galfridum de Bella Fago et predictam Amiciam tunc vxorem ipsius Galfridi Tenendis ipsis Galfrido et Amicie et heredibus ipsius Galfridi etc vnde idem Petrus et Amicia dicunt quod ipsi tenent predicta tenementa cum pertinenciis ad terminum vite ipsius Amicie etc et quod reuersio eorundem spectat ad quendam Iohannem filium predicti Galfridi sine quo non possunt predicta tenementa deducere in Iudicium et petunt auxilium etc. Et ad declaracionem status sui etc. Dicunt quod alias in Curia Regis E patris domini Regis nunc anno regni sui nono coram Iusticiariis suis hic scilicet a die Pasche in tres septimanas leuauit quidam finis inter Galfridum de Bella Fago et predictam Amiciam tunc vxorem ipsius Galfridi querentes et predictos Henricum de Walpol et Isabellam vxorem eius impediendes de vno mesuagio et duabus carucatis terre cum pertinenciis in predicta villa de Bechamstede vnde placitum fuit inter eos etc scilicet quod predicti Henricus et Isabella re-

in demand were not comprised in the fine. And notwithstanding this, the Court of its own accord granted aid to her, because she had made conusance that her estate was so slight that she could not put the tenements into judgment without aid.

Notes from the Record.

I.

De Banco Roll 195a, Mich., 6 Edw. II., membr. 88 recto. Huntingdonshire.
Written by Luding'.

Henry the son of Isabel of Whepsted by his attorney demands against Peter of Croft¹ and Amice his wife nine messuages, seven virgates of land, three hundred and twenty acres of wood and 4s. of rent with the appurtenances in Oakdene (?), Great Stockton, Bechamstead and Pyrye² as his right and inheritance and into which the said Amice has no entry save by Henry the son of John of Walpol late husband of Isabel the daughter of Gilbert of Whepsted, mother of the said Henry the son of Isabel, whose heir he is, who leased them to the said Amice and Geoffrey Beaufeu her late husband and whom in his lifetime the said Isabel could not oppose etc.

And Peter and Amice come by the said Peter, attorney of the said Amice, and they say that the said tenements are in the said vill of Bechamstead only, and those tenements together with other tenements were in the seisin of one Henry the son of John and Isabel his wife, as of the right of the said Isabel, and they enfeoffed of the said tenements one Geoffrey Beaufeu and the said Amice then wife of the said Geoffrey, to be held to the said Geoffrey and Amice and to the heirs of the said Geoffrey etc., and concerning this the said Peter and Amice say that they hold the said tenements for the term of life of the said Amice etc., and that the reversion of them belongs to one John, son of the said Geoffrey, without whom they cannot bring the said tenements into judgment, and they pray aid etc. And as a declaration of their estate etc. they say that before now in the Court of King Edward father of our Lord the present King, in the ninth year of his reign, before his Justices here, to wit, in three weeks from Easter, a fine was levied between Geoffrey Beaufeu and the said Amice then wife of the said Geoffrey, complainants, and the said Henry of Walpol and Isabel his wife, deforciant, as to one messuage and two carucates of land with the appurtenances in the said vill of Bechamstead concerning which there had been a plea between them etc., to wit, that the said Henry and Isabel made conusance that

¹ Mentioned in 1313 as late sub-
escheator in Rutland (*Cal. Close* 1307-13,
p. 516). He held a quarter of a fee
in Bichamstede of the yearly value
of 50s. (*Cal. Close* 1313-18, p. 522),
which was part of Dillington in Great
Staughton parish, but which has now
disappeared (*Cal. inq. p.m.* v. 361).
According to *Feudal Aids*, ii. 472,
'Aylitone (*rectius* Dylington) cum
Mythampstede est una villa.'

In 1309 John de Bella Fago (= Beau-

fey) received licence to grant the manor
of South Creak, co. Norfolk, to Peter
de Croft and Amice his wife for their
lives (*Cal. Pat.* 1307-13, p. 163), who,
when wife of the late Geoffrey de Bella
Fago, had been enfeoffed together with
Geoffrey of all lands etc. in South Creak
and had continued her seisin until his
death (*Cal. inq. p.m.* iii. 33).

² See *Rot. Hundr.* i. 198; *Feudal
Aids*, ii. 468, 473.

Notes from the Record—continued.

cognouerunt predicta tenementa esse ius ipsius Galfridi vt illa que iidem Galfridus et Amicia habent de dono etc. habenda et Tenenda eisdem Galfrido et Amicie et heredibus ipsius Galfridi imperpetuum etc Et petunt auxilium de predicto Iohanne etc sicut prius etc.

Et Henricus dicit quod predicti Petrus et Amicia auxilium habere non debent de predicto Iohanne per predictum finem etc Quia dicit quod predicta tenementa petita non sunt de tenementis in predicto fine contentis et hoc paratus est verificare etc.

Et Petrus et Amicia dicunt quod ipsi verificacionem illam expectare non possunt sine predicto Iohanne etc et petunt quod ipse summoneatur in auxilium etc.

Et quia hoc idem videtur Curie etc Ideo ipse summoneatur quod sit hic in crastino Purificacionis beate Marie ad respondendum simul etc si voluerit.

¹Postea continuato processu vsque in octabis sancti Martini anno regni domini Regis nunc septimo venerunt partes predictae per attornatos suos Et similiter predictus Iohannes filius Galfridi sine quo etc. per summonicionem etc. Et Iungit se predictis Petro et Amicie in respondendo etc. Et dicunt quod tenementa que predictus Henricus posuit in visu et que petit uersus eos tanquam nouem mesuagia septem virgatas terre trescentas et viginti acras bosci et quatuor solidatas redditus in predictis villis vt predictum est: sunt vnum mesuagium et due carucate terre cum pertinenciis et sunt in villa de Bichamstede, preter duas acras terre que sunt in villa de Magna Stoktone, et quatuor solidatas redditus in predicta villa de Pyrie, que quidem due acre terre et redditus, sunt de pertinenciis predictorum tenementorum in Bichampstede Et dicunt quod predictus Henricus nichil Iuris clamare potest in predictis tenementis de seisina predictae Isabelle, Dicunt enim quod predictus Henricus de Walpol et ipsa Isabella tunc vxor sua dederunt et concesserunt per cartam suam predictis Galfrido et Amicie vxori sue nunc vxori predicti Petri predicta tenementa cum pertinenciis Tenenda ipsis Galfrido et Amicie et heredibus ipsius Galfridi etc. Et postmodum in Curia E filii Regis H a die Pasche in Tres septimanas anno regni sui Nono, coram T. de Weyland et sociis suis tunc Iusticiariis hic leuauit predictus finis inter ipsos Galfridum et Amiciam querentes et prefatos Henricum et Isabellam impediētes, de predictis mesuagio et duabus carucatis terre cum pertinenciis in predicta villa de Bichamstede, vnde placitum War(ancie) carte summonitum fuit etc scilicet quod predicti Henricus et Isabella recognouerunt predicta tenementa cum pertinenciis esse Ius ipsius Galfridi, vt illa que iidem Galfridus et Amicia habent de dono etc Habenda et Tenenda ei(s)dem Galfrido et Amicie et heredibus ipsius Galfridi etc imperpetuum Et hoc pretendunt verificare per recordum pedis finis predicti, si predictus Henricus hoc dedicere voluerit Et ex quo predicta Isabella mater ipsius Henrici cuius heres ipse est,

¹ See note 1, p. 79.

Notes from the Record—continued.

the said tenements are the right of the said Geoffrey as those which the said Geoffrey and Amice have by the gift etc., to have and to hold to the said Geoffrey and Amice and the heirs of the said Geoffrey forever etc. And they pray aid of the said John etc., as before etc.

And Henry says that the said Peter and Amice ought not to have aid of the said John by (reason of) the said fine etc., for he says that the said tenements in demand are not among the tenements contained in the said fine, and this he is ready to aver etc.

And Peter and Amice say that they cannot await that averment without the said John etc., and they pray that he be summoned in aid etc.

And because the Court is of the same opinion etc., therefore let him be summoned to be here on the Morrow of Purification of Blessed Mary to answer together etc., if he shall wish.

¹Afterwards the process in this matter having been continued until (November 18, 1313) the octaves of Martinmas in the seventh year of the reign of our Lord the present King the said parties came by their attorneys, and likewise the said John the son of Geoffrey without whom etc., by summons etc. And he joins the said Peter and Amice in answering etc. And they say that the tenements which the said Henry put in the view and which he demands against them as nine messuages, seven virgates of land, three hundred and twenty acres of wood and 4s. of rent in the said vill as was said before, are one messuage and two carucates of land with the appurtenances and are in the vill of Bechamstead, except two acres of land which are in the vill of Great Stockton, and 4s. of rent in the said vill of Pyrye, which two acres of land and rent are of the appurtenances of the said tenements in Bechamstead, and they say that the said Henry can claim no right in the said tenements on the seisin of the said Isabel, for they say that the said Henry of Walpol and the said Isabel then his wife gave and granted by their charter to the said Geoffrey and Amice his wife, now wife of the said Peter, the said tenements with the appurtenances, to hold to the said Geoffrey and Amice and to the heirs of the said Geoffrey etc. And afterwards in the Court of Edward son of King Henry, in three weeks from Easter in the ninth year of his reign, before T. of Wayland and his companions, then Justices here, the said fine was levied between the said Geoffrey and Amice, complainants, and the said Henry and Isabel, deforciant, as to the said messuage and two carucates of land with the appurtenances in the said vill of Bechamstead, as to which a plea of warranty of charter had been summoned etc., to wit, that the said Henry and Isabel made consusance that the said tenements with the appurtenances are the right of the said Geoffrey, as those which the said Geoffrey and Amice have by the gift etc., to be had and held to the said Geoffrey and Amice and to the heirs of the said Geoffrey etc., forever. And this they offer to aver by the record of the foot of the said fine, if the said Henry should wish to deny this. And since the said Isabel, mother of the said Henry, whose heir he is, together with her said husband,

¹ See note 1, p. 79.

Notes from the Record—continued.

cognouerunt predicta tenementa esse ius ipsius Galfridi vt illa que iidem Galfridus et Amicia habent de dono etc. habenda et Tenenda eisdem Galfrido et Amicie et heredibus ipsius Galfridi imperpetuum etc. Et petunt auxilium de predicto Iohanne etcicut prius etc.

Et Henricus dicit quod predicti Petrus et Amicia auxilium habere non debent de predicto Iohanne per predictum finem etc. Quia dicit quod predicta tenementa petita non sunt de tenementis in predicto fine contentis et hoc paratus est verificare etc.

Et Petrus et Amicia dicunt quod ipsi verificacionem illam expectare non possunt sine predicto Iohanne etc. et petunt quod ipse summoneatur in auxilium etc.

Et quia hoc idem videtur Curie etc. Ideo ipse summoneatur quod sit hic in crastino Purificacionis beate Marie ad respondendum simul etc. si voluerit.

¹Postea continuato processu que in octabis sancti Martini anno regni domini Regis nunc septimo veniunt partes predictae per attornatos suos. Et similiter predictus Iohannes filius Galfridi sine quo etc. per summonicionem etc. Et iungit se predictis Petri et Amicie in respondendo etc. Et dicunt quod tenementa que predictus Henricus posuit in visu et que petit uersus eos tanquam nouem mesuagia septem virgatas terre trescentas et viginti acras bosci et quatuor solidatas redditus in predictis villis vt predictum est: sunt vnum mesuagium et due caruca terre cum pertinenciis et sunt in villa de Bichamstede, preter duas acras terre que sunt in villa de Magna Stoktone, et quatuor solidatas redditus in predicta villa de Pyrie, que quidem due acre terre et redditus, sunt de pertinentiis predictorum tenementorum in Bichampstede. Et dicunt quod predictus Henricus nichil iuris clamare potest in predictis tenementis de seisina preter Isabelle, Dicunt enim quod predictus Henricus de Walpol et ipsa Isabella tunc vxor sua dederunt et concesserunt per cartam suam predictis Galfrido et Amicie vxori sue nunc vxori predicti Petri predicta tenementa cum pertinenciis Tenenda ipsis Galfrido et Amicie et heredibus ipsius Galfridi etc. Et postmodum in Curia E filii Regis H a die Pasche in Tres septimanas anno regni sui Nono, coram T. de Weyland et sociis suis tunc Iusticiariis hieuaui predictus finis inter ipsos Galfridum et Amiciam querentes et prefatus Henricum et Isabellam impediens, de predictis mesuagio et duabus carucatis terre cum pertinenciis in predicta villa de Bichamstede, vnde plitum War(ancie) carte summonitum fuit etc. scilicet quod predicti Henricus et Isabella cognouerunt predicta tenementa cum pertinenciis esse ius ipsius Galfridi, vt illa que iidem Galfridus et Amicia habent de dono etc. habenda et Tenenda ei(s)dem Galfrido et Amicie et heredibus ipsius Galfridi etc. imperpetuum. Et hoc pretendunt verificare per recordum pedis finis predicti, si predictus Henricus hoc dedicere voluerit. Et ex quo predicta Isabella mater ipsius Henrici cuius heres ipse est,

¹ See note 1, p. 79.

Notes from the Record—continued.

the said tenements are the right of the said Geoffrey as those which the said Geoffrey and Amice have by the gift etc., to have and to hold to the said Geoffrey and Amice and the heirs of the said Geoffrey forever etc. And they pray aid of the said John etc., as before etc.

And Henry says that the said Peter and Amice ought not to have aid of the said John by (reason of) the said he etc., for he says that the said tenements in demand are not among the tenements contained in the said fine, and this he is ready to aver etc.

And Peter and Amice say that they cannot await that averment without the said John etc., and they pray that he be summoned in aid etc.

And because the Court is of the same opinion etc., therefore let him be summoned to be here on the Morrow of Purification of Blessed Mary to answer together etc., if he shall wish.

¹Afterwards the process in this matter having been continued until (November 18, 1313) the octaves of Martinmas in the seventh year of the reign of our Lord the present King the said parties came by their attorneys, and likewise the said John the son of Geoffrey without whom etc., by summons etc. And he joins the said Peter and Amice in answering etc. And they say that the tenements which the said Henry put in the view and which he demands against them as nine messuages, seven virgates of land, three hundred and twenty acres of wood and 4s. of rent in the said vill as was said before, are one messuage and two carucates of land with the appurtenances and are in the vill of Bechamstead, except two acres of land which are in the vill of Great Stockton, and 4s. of rent in the said vill of Pyrye, which two acres of land and rent are of the appurtenances of the said tenements in Bechamstead, and they say that the said Henry can claim no right in the said tenements on the seisin of the said Isabel, for they say that the said Henry of Wabol and the said Isabel then his wife gave and granted by their charter to the said Geoffrey and Amice his wife, now wife of the said Peter, the said tenements with the appurtenances, to hold to the said Geoffrey and Amice and to the heirs of the said Geoffrey etc. And afterwards in the Court of Edward son of King Henry, in three weeks from Easter in the ninth year of his reign, before T. of Wayland and his companions, then Justices here, the said fine was levied between the said Geoffrey and Amice, complainants, and the said Henry and Isabel, deforciant, as to the said messuage and two carucates of land with the appurtenances in the said vill of Bechamstead, as to which a plea of warranty of charter had been summoned etc., to wit, that the said Henry and Isabel made conscience that the said tenements with the appurtenances are the right of the said Geoffrey, as those which the said Geoffrey and Amice have by the gift etc., to be had and held to the said Geoffrey and Amice and to the heirs of the said Geoffrey etc., forever. And this they offer to aver by the cord of the foot of the said fine. And since the said Isabel, mother of the said Henry, whose heir he is together with her said husband

¹ See note 1, p. 79.

Notes from the Record—continued.

simul cum predicto viro suo per cognitionem suam predictam in Curia domini Regis factam de toto Iure suo, quod ei competeat, in predictis tenementis super quo Iure ipsa Isabella ibidem plene fuit examinata et confessa, se dimisit vt predictum est, petunt iudicium si predictus Henricus de seisinâ predictæ Isabelle, que fuit pars predicti finis, actionem habere possit.

Et Henricus dicit quod per predictum finem ab accione sua precludi non debet, quia dicit quod predicta tenementa que ipse modo petit per predictum breue, non sunt eadem tenementa in predicto fine contenta sicut predicti Petrus Amicia et Iohannes dicunt.¹

II.

Feet of Fines, Case 93, file 14, no. 19, Huntingdonshire.

Hec est finalis concordia facta in Curia domini Regis apud Westmonasterium a die Pasche in Tres septimanas anno regni Regis Edwardi filii Regis Henrici Nono. Coram Thoma Welond. Waltero de Helyun. Iohanne de Louetot. Rogero de Leyc(estria) et Willelmo de Burntone Iusticiariis et aliis domini Regis fidelibus tunc ibi presentibus. Inter Galfredum de Beaufou et Amiciam vxorem eius querentes per Radulphum de Beaufou positum loco ipsius Amicie ad lucrandum uel perdendum. et Henricum de Walepol et Isabellam vxorem eius Impedientes. de vno Mesuagio et duabus Carucatis terre cum pertinenciis in Brichamstede. vnde placitum fuit inter eos in eadem Curia. Scilicet quod predicti Henricus et Isabella recognouerunt predictum tenementum cum pertinenciis esse Ius ipsius Galfredi. vt illud quod iidem Galfredus et Amicia habent de dono predictorum Henrici et Isabelle. Habendum et Tenendum eisdem Galfredo et Amicie et heredibus ipsius Galfredi de capitalibus dominis feodi illius per seruicia que ad illud tenementum pertinent imperpetuum. Et pro hac recognitione fine et concordia: iidem Galfredus et Amicia dederunt predictis Henrico et Isabelle Tricentas marcas argenti.

85. LYNDESEY v. RAUNDES.²I.³

Entre sur le cui *in vita* ou le bref nest pursuiaunt en ly m(esme) pur ce qe *precipe* et le sum(once) ne se acordent pas et hoc non obstante stetit.

Simond de Lyndeseye porta soun bref dentre sur le cui *in vita* vers Ihoane qe⁴ la femme saul de Roundes en en⁵ tiel forme: *Precipe* I(o)h(an)n(e) que fuit vxor Saul' quod iuste⁶ etc. In quod eadem I(o)h(an)na non habet ingressum nisi per W. de B. quondam virum⁷

¹ The passage from fig. ¹ on p. 78 to this point is struck out with the following note: Error. Ideo vacatum hic quia alibi In termino Michaelis anno septimo. Error.

² Reported by P, X. ³ From P. ⁴ *Suppl. fut.* ⁵ *Sic.* ⁶ Interlined; underneath *sic* scratched out. ⁷ Follows *suum* cancelled.

Notes from the Record—*continued*.

by her said conusance made in the Court of our Lord the King did demise, as has been said, her whole right which belonged to her, and as to which right the said Isabel was there fully examined and made conusance, they ask judgment whether the said Henry can have an action on the seisin of the said Isabel, who was a party to the said fine.

And Henry says that by the said fine he ought not to be precluded from his action, for he says that the said tenements which he now demands by the said writ, are not the same tenements (as are) contained in the said fine, as the said Peter, Amice, and John say.¹

II.

Feet of Fines, Case 93, file 14, no. 19, Huntingdonshire.

This is the final concord made in the Court of our Lord the King at Westminster (on May 4, 1281) in the ninth year of the reign of King Edward the son of King Henry, before Thomas Welond, Walter of Helyun, John of Louetot, Roger of Leicester and William of Burntone, Justices, and other faithful subjects of our Lord the King then there present, between Geoffrey Beaufeu and Amice his wife, complainants, by Ralph Beaufeu put in the place of the said Amice to win or lose, and Henry of Walepol and Isabel his wife, deforciantes, as to one messuage and two carucates of land with the appurtenances in Bechamstead, as to which there was a plea between them in the said Court, to wit, that the said Henry and Isabel made conusance that the said tenement with the appurtenances is the right of the said Geoffrey, as that which the said Geoffrey and Amice have by the gift of the said Henry and Isabel, to be had and held to the said Geoffrey and Amice and to the heirs of the said Geoffrey of the chief lords of that fee, by the services which belong to that tenement, forever. And for that conusance, fine, and concord, the said Geoffrey and Amice gave to the said Henry and Isabel three hundred marks of silver.

85. LYNDESEY v. RAUNDES.

I.

Entry upon the *cui in vita* where the writ was not consistent in itself, because the *precipe* and the summons did not agree, and nevertheless the writ stood.

Simon of Lyndesey brought his writ of entry upon the *cui in vita* against Joan widow of Saer of Raundes in the following form: 'Command Joan widow of Saer that justly etc., into which the said Joan has no entry save by John of Lyndesey, sometime husband

¹ The passage from fig.¹ on p. 78 to this point is struck out with the following note: 'Error. Therefore annulled

because (it is) elsewhere. In Michaelmas Term of the seventh year. Error.'

Margerie matris predicti Symonis cuius heres ipse est. cui ipsa in vita sua etc. Et nisi fecerit tunc etc. I(o)h(anne) que fuit vxor Saul' quod sit etc. tunc etc. anno regni nostri etc.

Mal. Iugement de cesti bref le quel voit qe Ih(oane) qe fut la femme de Raundes rende vostre d(emaun)de E le sum(once) voet qe Ihane la femme saul seit sum(onee) etc. et issint le bref ne poursuit mye ly m(esme) E dautre part le sum(once) auera tut vers relacioun al precipe. issi qe m(esme) la persone qe duit la d(emaun)de rendre seit somm(onee) etc. mes ore le sum(once) ne se acordent pas al precipe ainz varie etc. iugement etc.

Scrop. Vous ne poet assingner autre tenant de vostre¹ d(emaun)de, qe vous mesme par quei il me semble qe nostre bref est assez bon.

Mal. Vostre bref nest pas de forme et a cella plede ieo.

Berr. Le bref est assez de bon forme. et pur ceo outre responez.

Mal. Vnqore a cesti bref ne deit il estre r(espondu). qar le bref voit ij feze *anno regni nostri anno regni nostri* qest vne nugacioun iugement si etc.

Berr. ag(arda) le bref bon.

Pass. Nous d(emaun)doums la weue.

Herle. La vewe nest mye grantable. si en cas n(e)cc(ess)a(r)ie n(ominaci)oun et en ceo cas nest ele mye n(e)cc(ess)a(r)ie. qar uous entrastes par le baroun nostre² qe h(eir) nous sumus et vous ne deuez mye mesconustre ques tenemenz vous purchasastes etc. iugement si etc.

Pass. Statut ne tout la vewe en cesti³ bref ne commune ley ne le plus iugement si etc. E dautre par⁴ si la femme port(a) le *cui in vita* de les lees soun Baroun le tenant auereit la vewe a mult plus fort en cesti bref.

Scrop. Vous dites talent. le tenant nauoit pas la vewe en tiel cas.

Berr. Eit la vewe etc.

Habit
visum.

¹ *Corr.* nostre. ² *Suppl.* mere. ³ Follows *p(as)* cancelled. ⁴ *Corr.* part.

of Joan Lengleys, mother of the said Simon, whose heir he is, (and) whom in his lifetime she etc. And if she does not then etc. Joan wife that was of Saer that she be etc., then etc., in the year of our reign etc.'

Malberthorpe. Judgment of this writ, which says that Joan widow of Raundes should render your demand, and the summons says that Joan the wife of Saer of Raundes be summoned etc. And thus the writ is not consistent in itself. And on the other hand the summons ought to be in every line in accordance with the *precipe*, so that the same person who should render the demand be summoned etc. Now, however, the summons does not agree with the *precipe* but varies etc. Judgment etc.

Scrope. You cannot name any other tenant of our demand save yourself. Therefore it seems to me that our writ is good enough.

Malberthorpe. Your writ is not in (due) form, and that is what I am pleading to.

BEREFORD C.J. The form of the writ is good enough. And therefore answer over.

Malberthorpe. Still he ought not to be answered to this writ, for the writ says twice 'in the year of our reign in the year of our reign,' and that makes it nugatory. Judgment etc.

BEREFORD C.J. ruled the writ good.

Passeley. We demand the view.

Herle. The view is not grantable save in a case when it is necessary to name (the tenements), and in this case it is not necessary, because you entered by the husband of our (mother) whose heir we are, and you ought to know what tenements you purchased etc. Judgment whether etc.

Passeley. The statute¹ does not take away the view in this case, no more does the common law. Judgment whether etc. And, besides, if the woman had brought the *cui in vita* upon the lease by her husband, the tenant would have the view. *A multo fortiori* in this writ.

Scrope. You talk at random. The tenant would not have the view in that case.

BEREFORD C.J. Let her have the view etc.

She had
the view.

¹ Stat. Westm. II. c. 48.

II.¹

Cui in vita vew demaunde.

Sym(ound) de Lyndesay porta *cui in vita* vers vne I. supposaunt lentre par le baroun sa mere.

Pass. demaunda la vew.

Herle. Vous ne devez mescon(estre) etc. par qei ele nest pas necessarie.

Pass. Si vostre mere vst porte *cui in vita* vers nous nous au(eri)oms la vew. *sic hic.*

Scrop negavit.

Ber. Eit la vew.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 235 recto. Buckinghamshire.
Written by Luding'.

Simon de Lyndesey per attornatum suum petit versus Iohannam que fuit vxor Saeri de Raundes manerium de Pettesho cum pertinenciis vt Ius et hereditatem suam et in quod eadem Iohanna non habet ingressum nisi per Iohannem de Lyndesey quondam virum Iohanne Lengleys matris predicti Simonis cuius heres ipse est qui illud ei dimisit, cui ipsa Iohanna Lengleys in vita sua contradicere non potuit etc.

Et Iohanna per attornatum suum venit Et petit inde visum.
habeat.

Dies datus est eis hic a die Pasche in tres septimanas Et interim etc.

86. WALEYS v. EYUILE.²I.³

Prier eide.

Vne femme porta son *cui in vita* vers vne Katerine.

Pass. Les tenemenz qe sunt en d(emaun)de furent⁴ asqun tens en la seisine vn Willem qi dona mesme les tenemenz a vn Iohn⁵ iadis nostre Baroun et a moy et a les heirs de nous⁶ engendres. issint qi nostre Baroun murust saunz issu⁷ entr(ames)⁸ nous et le feo et le dreit de

¹ From X.

² Reported by F, P, R, X.

³ From P. Compared with R.

⁴ Add: en R.

⁵ I. R.

⁶ nostre cors R.

⁷ Follows *de soun* cancelled P.

⁸ de R.

II.

Cui in vita. View demanded.

Simon of Lyndesey brought a *cui in vita* against one Joan supposing the entry by his mother's husband.

Passeley demanded the view.

Herle. You should know etc., therefore it is not necessary.

Passeley. If your mother had brought a *cui in vita* against us we should have had the view. The same here.

Scrope denied (this).

BEREFORD C.J. Let her have the view.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 235 recto. Buckinghamshire.
Written by Luding'.

Simon of Lyndesey¹ by his attorney demands against Joan² widow of Saer of Raundes³ the manor of Petsoe⁴ with the appurtenances as his right and inheritance, into which the said Joan has no entry save by John of Lyndesey late husband of Joan Lengleys mother of the said Simon whose heir he is, who leased it to her, (and) whom in his lifetime the said Joan Lengleys could not oppose etc.

And Joan comes by her attorney, and demands the view thereof.

Let her have it.

A day was given them here in three weeks from Easter Day, and meanwhile etc.

86. WALEYS v. EYUILE.

I.

Aid-prayer.

A woman brought her *cui in vita* against one Katherine.

Passeley. The tenements which are in demand were at one time in the seisin of one John who gave them to one John sometime our husband and to me and to the heirs of our⁵ bodies⁵ begotten. Our husband died without issue, we entered, and the fee and the right of

¹ A Simon of Lyndesey was appointed captain in Eskdale in 1298, and received the custody of lands in Cumberland and Roxburgh in 1300 (*Cal. Pat.* 1292-1301, pp. 250, 373, 534).

² In 1328 the default of John Wrede before the Justices of the Bench against Joan, widow of John de Langeleye, is mentioned (*Cal. Close*, 1327-30, p. 394).

³ In 1298 Saer de Raundes held quarter of a knight's fee in Raunds, co. Northants (*Cal. inq. p.m.* iii. 296).

⁴ No mention of either party in connection with the manor of Petsoe can be found, but in 1241 Philip le Engleys held half a knight's fee in Petsoe (*Close Rolls* 1237-42, p. 370).

⁵ Supplied from *R.*

la reuersioun de mesme les tenemenz en¹ demuraunt en la persone vn Adam fiz et heir del auandist Willem saunz qe nous ne poms resp(ondre) et prioms eide de luy.

Scrop. Homme ne deit eide auer en cas ou il pount vocher et par vostre dist demesne vous estes purchaceresce. de meme les tenemenz et par taunt auez vostre vocher. iugement si uous deuez eide auer. E dautre part si eide uous fut graunte ci couendreit il qe celi de² vous priez eide fut sum(mone) etc. et apres la som(monce) sil ne venist point vous seriez r(eceu) de vocher. mesme celi de qi uous priastes primes³ eide de⁴ la quele choce sereit en allonguant⁵ nous de⁶ nostre accioun iugement si etc.

Pass. Uous dites talent qar si eide li fut graunte et il som(mone) et ne vient pas ele ne ly voch(era) iamez.

*Ber.*⁷ Noun certes. ly ne nul autre ne voch(era) ele iames.

Pass. Ceo ne di ieo mye. mes⁴ nous nauoms qe franct(enement). et si nous pledasoms⁸ vostre accioun saunz cely ⁹a qe per(son)e⁹ le fee. et le dreit repoce seo sereit ala¹⁰ desheritaunce.

Denoun. Vous auez feo. qar si Adam de qe vous priez eide portast son bref de wast vers vous. ¹¹il ne sereit mye resp(oundu)¹¹ E mes qil vousit¹² graunter¹³ la reuercioun de mesme les tenemenz et le *quid iuris clamat* fut com¹⁴ vous et vostre estat en¹⁵ la tenance fut dem(u)stre ala court vous ne attorneres pas par qei del houre qil¹⁶ le feo. et le dreit parmy la taille demurt en vostre persone iugement si uous deuez eide auer.

Pass. Si la reuercoun¹⁷ fut grante. ele sei attornereit pur ceo qil nad¹⁸ pas de issue.¹⁹ esteint par la mort nostre Baroun.

Scrop. Vous ditez mal. teste²⁰ le play de Ric(hard) le oyselour²¹ ou le *quid iuris clamat* fut porte en mesme les²² cas. ou vous estes²³ departy quites par ag(ard) saunz atornement.

Denoun. Vous estes de tiel estat qant a nous qe si nous portassoms vn bref de dreit vers vous puriez ioindre bataille ou¹⁵ grant assise. qar vous est tenant de feo et de dreit ou en tiel cas ne gist mye eide prier mes²⁴ garr(antie) voch(er). iugement si uous deuez eide auer.

Scrop ad idem. Si le Baroun Katherine vers qi vous port(ez) cesti bref vst aliene les tenemenz qe furent donez com ele dist et²⁵ ele apres la mort soun baroun port(a) le *cui in vita* il couenist²⁶ qe le bref fit mencion

¹ est R. ² Add: qi R. ³ auant R. ⁴ Om. R. ⁵ longant R.
⁶⁻⁶ nostre dreit et R. ⁷ Ber. R. ⁸ Add: a R. ⁹⁻⁹ en qi R. ¹⁰ a sa R.
¹¹⁻¹¹ vous ne luy r(espondriez) etc. R. ¹² vensit R. ¹³ e granta R.
¹⁴ porte uers R. ¹⁵ et R. ¹⁶ qe R. ¹⁷ reuercion R. ¹⁸ nyad R.
¹⁹ Add: et la bianche de issue fut R. ²⁰ cest R. ²¹ Cysilur R. ²² le R.
²³ Add: et R. ²⁴ Add: fet R. ²⁵ Om. R. ²⁶ Couendreit R.

the reversion of the said tenements remain in the person of one Adam son and heir of the said John (the donor), without whom we cannot answer. And we pray aid of him.

Scrope. You ought not to have aid in a case in which you can vouch, and according to your own statement you are a purchaser of the said tenements, and therefore you have your voucher. Judgment whether you ought to have aid. And on the other hand if aid were granted to you it would be necessary that he of whom you pray aid should be summoned etc., and after the summons, if he did not come, you would be received to vouch the same man of whom you had first prayed aid. And that would delay us in our action. Judgment whether etc.

Passeley. You talk at random. For if aid were granted to her and he were summoned and did not come, she (could) never vouch.

BEREFORD C.J. Certainly not. She could never vouch, either him, or anybody else.

Passeley. I did not say that. But we have only freehold, and if we were to plead to¹ your action without him in¹ whom¹ the fee and the right is, that would be to the disinheritance of¹ him.¹

Denom. You have the fee. For if Adam, of whom you pray aid, should bring his writ of waste against you, he would not be answered. And if he wished to grant the reversion of these same tenements, and the *quid iuris clamat* were brought¹ against¹ you, and your estate in the tenancy were shown to the Court, you would not attorn. Therefore since the fee and the right, through the tail, remain in your person, judgment whether you ought to have aid.

Passeley. If the reversion were granted, she would attorn, because there¹ is¹ no issue and¹ the¹ possibility¹ of¹ issue¹ is¹ extinct by the death of the husband.

Scrope. You are wrong, witness the plea of Richard the Fowler,² where the *quid iuris clamat* was brought in a similar case and¹ he went away quit by judgment, without attorning.

Denom. You have such an estate, so far as we are concerned, that if we were to bring a writ of right against you, you could join battle or a grand assize, for you are the tenant of fee and of right, and in such a case there is no aid-prayer, but a voucher to warranty. Judgment whether you ought to have aid.

Scrope (to the same effect). If the husband of Katherine against whom you bring this writ had alienated the tenements which were given as she says, and if after her husband's death she brought the *cui in vita*, the writ would have to contain a recital of the right,

¹ Supplied from *R.*

² Notice the reference to precedents.

et I. fut sum(mone) et ne vyent pas autrefeez vous ly vocherez et issint serroms nous de laye.

Berr. Ne eyez nule doute de cel qar ieo vous p(ro)met¹ qil ne vochera iames meyme cesti en cesti bref ne par cas il ne vochera ly ne autre.

III.²

Cui in vita vers tenaunt en taille apres pos(sibili)te de issu esteint il pria eid du donor.

Vne femme porta le *Cui in vita*. fesaunt title *quod clamat esse Ius et maritagium suum* supposaunt lentre par N. iadys son baroun.

Pass. Vn N. enfeffa R. nostre Baroun et nous en fee taille et R. est mort saunz issue et prioms eide de T. fitz et heir N.

Denh. Vous poez voucher par qey etc.

Berforde. Cest son damage de prier eid la ou ele peut voucher.

Denh. Si leide fust graunte et le prie feist defaute ele vouch(ereit) apres et ceo seroit damage a nous.

Berford. Iammes a ceo bref ne peut ele vocher cely qe est prie si leyde soit graunte ne par cas nul autre.

Denh. Ele suppose qe ele ad fee ou Bref de Wast ne gireit mie vers ly ne par graunt de reuersioun ele nattornera pas countre son gree Iugement etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 235 verso. Somerset.
Written by Luding'.

Marroia que fuit vxor Iohannis le Waleys per attornatum suum petit versus Ricardum de Eyuile et Katerinam vxorem eius manerium de Lange-rigge cum pertinenciis vt Ius et Maritagium suum et in quod eadem Katerina non habet ingressum nisi per predictum Iohannem quondam virum ipsius

¹ It looks more like *premet*.

² From X.

summoned and did not come, later on¹ you would vouch him and thus we should be delayed.

BEREFORD C.J. Have no doubt as to this, for I promise you that she shall never vouch him in this writ, and perhaps² she will vouch neither him nor anybody else.

III.

Cui in vita against a tenant in tail after the possibility of issue was extinct. She prayed aid of the donor.

A woman brought the *cui in vita*, making (her) title 'which she claims to be her right and marriage portion' (and) supposing the entry by John sometime her husband.

Passeley. One John enfeoffed John our husband and us in fee tail, and John (the husband) is dead without issue, and we pray aid of Adam son and heir of John (the donor).

Denom. You can vouch. Therefore etc.

BEREFORD C.J. It is to her (own) disadvantage if she prays aid where she can vouch.

Denom. If the aid were granted and the prayee made default she would vouch afterwards and that would be a disadvantage to us.

BEREFORD C.J. Never in this writ, if the aid were granted, could she vouch him who is prayed, nor perhaps anybody else.

Denom. She supposes that she has fee, in which case a writ of waste would not lie against her, nor would she, against her will, (have to) attorn upon a grant of the reversion. Judgment etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 235 verso. Somerset.

Written by Luding'.

Marroia³ widow of John le Waleys⁴ demands by her attorney against Richard of Eyule and Katherine his wife the manor of Langridge with the appurtenances as her right and marriage portion, and into which the said Katherine has no entry save by the said John sometime husband of the said Marroia who leased it to the said Katherine and to John le

¹ *autrefois*.

² *par cas*.

³ We give this name in its Latin form since its English meaning seems doubtful.

⁴ John le Waleys, who died *circa* 1288, and his wife Maud held a rent in Wingrave, co. Bucks; they had been enfeoffed by Thomas de Eyvil,

but were ejected by a subescheator (*Cal. inq. p.m.* ii. 435). On the other hand, the assignment of dower to Nicholoe, widow of John le Waleys, is mentioned in 1290 (*Cal. Close* 1288-96, p. 89), and in 1303 a John le Waleys held half a fee in Langridge (*Feudal Aids*, iv. 311).

Note from the Record—continued.

Marroye qui illud prefate Katerine et Iohanni le Waleys quondam viro suo dimisit cui ipsa in vita sua contradicere¹ potuit etc.

Et Ricardus et Katerina per attornatum suum veniunt Et bene cognoscunt quod ipsa Katerina habuit ingressum in predicto Manerio cum pertinenciis per predictum Iohannem quondam virum ipsius Marroie, qui Manerium illud dedit predicto Iohanni le Waleys quondam viro ipsius Katerine et ipsi Katerine, Tenendum ipsis Iohanni et Katerine et heredibus de corporibus ipsorum Iohannis et Katerine exeuntibus. Ita quod si iidem Iohannes et Katerina sine herede de corporibus ipsorum exeunte²: predictum Manerium cum pertinenciis reuerteretur prefato Iohanni donatori et heredibus suis etc Et dicit quod ipsa post mortem predicti Iohannis le Waleys quondam viri sui qui obiit sine herede etc tenet predictum Manerium per formam donacionis predictae, Et quod reuersio inde post mortem ipsius Katerine spectat ad quendam Adam filium et heredem predicti Iohannis donatoris etc sine quo non potest predictum Manerium deducere in Iudicium etc Et petit auxilium de ipso Ad(a) etc.

Ideo ipse sum(moneatur) quod sit hic a die Pasche in tres septimanas ad respondendum simul etc.

87. ANON.³

Cui in vita iugement sur defaute en cessauit alegge.

Vn I. porta bref dentre vers Maude Prioressa de Kelleborne supposant lentre pus le les qe R. iadis baroun Alice mere I. deceo fist a Agn(es) predecessour.

Caunt. Maude nest pas prioressa iugement du bref.

Inge. Prioressa ior du bref purchase.

Caunt. Ele est depose par ordin(aire).

Tamen le bref fut agarde bon.

Caunt. Agnes nostre predecessour ne entra pas par R. enz par iugement.

¹ *Suppl.* non.

² *Suppl.* obiissent.

³ From X.

Note from the Record—continued.

Waleys sometime her husband, (and) whom in his lifetime she could not contradict etc.

And Richard and Katherine come by their attorney, and fully admit that the said Katherine had entry in the said manor with the appurtenances by the said John, sometime the husband of the said Marroia, who gave that manor to the said John le Waleys sometime husband of the said Katherine and to the said Katherine, to be held to them the said John and Katherine and to the heirs of the bodies of the said John and Katherine begotten, so that if the said John and Katherine should die without an heir of their bodies begotten the said manor with the appurtenances should revert to the said John, the donor, and to his heirs etc. And she says that after the death of the said John le Waleys sometime her husband who died without heir etc. she holds the said manor by the form of the said gift, and that the reversion thereof after the death of her, Katherine, belongs to one Adam,¹ son and heir of the said John the donor etc., without whom she cannot bring the said manor into judgment etc. And she prays aid of the said Adam.

Therefore let him be summoned to be here in three weeks from Easter to answer together etc.

87. ANON.

Cui in vita. There was alleged a judgment on default in a *cessavit*.

One I. brought a writ of entry against Maud, Prioress of Kelleborne,² supposing entry upon the lease which R., sometime husband of Alice the mother of I., had granted to Agnes predecessor (etc.).

Cambridge. Maud is not Prioress. Judgment of the writ.

Inge. Prioress on the day of the purchase of the writ.

Cambridge. She is deposed by the ordinary.

Nevertheless the writ was awarded good.

Cambridge. Agnes our predecessor did not enter by R., but by judgment.

¹ In 1315 Adam le Walsh held the manor and the advowson of the church in Langridge—half a knight's fee of the yearly value of £20 (*Cal. inq. p.m.* v. p. 339; and *Cal. Close* 1313-18, p. 136). In 1314 Roger Leger and Katherine his wife complained that he drove away their horses etc., forcibly entered their close at Langridge, and carried away their goods, including documents touching Katherine's inheritance (*Cal. Pat.* 1313-17, p. 238). In 1324 Adam's house at Hutton was broken and his goods and writings were carried off (*Cal. Pat.* 1324-27, p. 68). In 1326 he

was ordered to defend the castle and town of Cardiff against invaders and to victual the castle of Caerphilly (*ibid.* pp. 335-36). In 1327 he received pardon for the death of Richard le Walshe (*Cal. Pat.* 1327-30, p. 44).

² Kilburn Priory; it was a cell to the Abbey of Westminster, a hermitage at the time of Henry I., and it then became a nunnery of the Order of St. Benedict (Dugdale, *Monasticon*, iii. 422). In 1323 the manor of Middleton, co. Surrey, was held by the Prioress (*Cal. inq. p.m.* vi. 256; cf. *Cal. Close*, 1318-23, p. 624, 'a moiety of a fee of the yearly value of 20s.').

Inge. Par quel iugement. qar si sur defaute donc sumes en cas de statut.

Caunt. Agn(es) nostre predecessour porta *cess(aui)t* vers R et A et rec(ouera) par defaute par qei la courte enqist dela coll(usion) et trouerent qe nostre predecessour aueit dreit issint etc.

Inge. Mostrez vostre dreit.

Cant. Aueit il tel iugement.

Inge. Nous ne pouns dedire.

Caunt. Statut velt qe par tel iugement les tenemenz seint encorutz a toz iours iugement etc.

Ber. Statut tent proprement des iugements taillez sur defaute par brefs ala commune lai mes ceo est especial bref done par statut ou statut done le iugement e(n) c(er)t(ain) par qei nous voloms auis(er). estre ceo vous ne futez pas part(ies) al primer bref ne dun part ne daltre enz estes en altre degre qe statut parle.

88. NEUILLE *v.* WRATTONE.¹I.²

³Entre ou vn enfant deinz age fut prie en eyde *et habuit etatem*.³

En vn bref dentre porte vers vn tenant par la ley dengleterre qi pria eide de vn enfaunt deinz age qe feut heir etc. qe vint en Court et se ioint et dit qil feut deinz age et sa mere morust seisi⁴ pria soun age.

Scrop. Il nest mye en cas dauoir son age qil ne peut mye dire qil entra apres la mort son auncestre com ⁵son heir⁵ etc. et qun autre est tenant du fraunctenement et il ne feut vnqes seisi etc.

Hoc non obstante habuit etatem etc.

II.⁶

Age prie.

En bref dentre tenant par la ley Dengleterre pria aide del heir sa femme qe vynt et pria son age.

¹ Reported by *B, F, M, X*. This is *Vulg. 4*. ² From *M*. Compared with *B, F*. Headnote from *B*. ³⁻³ The headnote in *F* is: Entre ou vn enfant qe fut prie en eyde auoy su(n) age *non obstante* qil ne fut pas seisi apres la mort sun auncestre. ⁴ *Add: et B, F*. ⁵⁻⁵ en son heritage *F*. ⁶ From *X*.

Inge. By what judgment? For if upon default, then we are in the case of the statute.¹

Cambridge. Agnes our predecessor brought a *cessavit* against R. and Alice and recovered by default. Therefore the Court inquired as to collusion and they found that our predecessor had the right. Thus etc.

Inge. Show your right.

Cambridge. Was there such a judgment?

Inge. We cannot deny (it).

Cambridge. The statute¹ says that by such a judgment the tenements are lost² for ever. Judgment etc.

BEREFORD C.J. The statute extends properly to judgments entered upon default by writs at the common law, but this is a special writ given by statute,³ and the statute directs a judgment after a certain form. Therefore we will advise ourselves. Moreover, you were not parties to the first writ, either on one side or on the other, but you are in different positions from those of which the statute¹ speaks.

88. NEUILLE *v.* WRATTONE.

I.

Entry, where an infant within age was prayed in aid and had the age.

In a writ of entry brought against a tenant by the curtesy of England, he prayed aid of an infant within age, who was heir etc. The infant came into Court and joined, and said that he was within age and his mother died seised, and⁴ prayed his age.

Scrope. It is not a case in which he should have his age, for he cannot say that he entered after his ancestor's death as his heir etc. and another is tenant of the freehold, and he has never been seised etc.

In spite of this he had his age etc.

II.

Age prayed.

In a writ of entry a tenant by the curtesy of England prayed aid of his wife's heir, who came and prayed his age.

¹ Stat. Westm. II. c. 4.

² *encorutz.*

³ Stat. Glouc. c. 4.

⁴ Supplied from *F.*

Scrop. Il ne dit pas qil entra com heir pur ceo qe autre est tenant.
Iugement etc.

Et tamen habuit etatem.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 355 verso. Lancashire.
Written by Luding'.

Margareta que fuit vxor Galfredi de Neuille per attornatum suum petit uersus Thomam filium Willelmi de Wraton(e) quem Iohannes filius Willelmi¹ Banes quem Thomas de Wraton(e) et Alma vxor eius voc(auerant) ad warantum et qui eis war(antizauit) sexaginta et quinque acras terre, decem acras prati et quinque acras pasture cum pertinenciis in Mellynge, vt Ius et hereditatem suam, et in quas iidem Thomas et Alma non habent ingressum nisi post dimissionem quam predictus Galfredus quondam vir ipsius Margarete cui ipsa in vita sua contradicere non potuit, inde fecit Willelmo de Wraton(e) etc.

Et Thomas filius Willelmi venit Et vocat inde ad warantum Iohannem filium Iohannis de Neuille consanguineum et heredem predicti Galfredi qui est infra etatem etc et petit quod loquela ista remaneat vsque ad etatem etc.

Et Margareta dicit quod per minorem etatem heredis vocati ad warantum prorogari non debet de seisina sua consequenda in hac parte Et petit seisinam suam per statutum etc Et quod predictus Thomas filius Willelmi expectet de war(antia) sua etc.

Et Thomas filius Willelmi dicit quod ipse non est in casu statuti vbi emptor expectare debet etc Dicit etiam quod predicta tenementa alienata

¹ *Sic.*

Scrope. He does not say that he entered as heir, for another is tenant. Judgment etc.

And yet he had his age.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 355 verso. Lancashire.
Written by Luding'.

Margaret¹ widow of Geoffrey of Neuille² demands by her attorney against Thomas the son of William of Wratoke [vouched over by] John the son of William Banes whom Thomas of Wratoke and Alma his wife had vouched to warranty, and who warranted to them, sixty-five acres of land, ten acres of meadow, and five acres of pasture with the appurtenances in Melling as her right and inheritance, into which the said Thomas and Alma have no entry save after the lease which the said Geoffrey sometime husband of the said Margaret, whom in his lifetime she could not contradict, made thereof to William of Wratoke etc.

And Thomas the son of William comes, and in this matter he vouches to warranty John the son of John of Neuille,³ cousin and heir of the said Geoffrey who is within age etc., and he prays that this suit remain until the age etc.

And Margaret says that by the non-age of the heir who is vouched to warranty she ought not to be delayed from obtaining her seisin in this matter, and she prays her seisin according to the statute⁴ etc. And (she prays) that the said Thomas the son of William wait for his warranty etc.

And Thomas the son of William says that he is not in the case of the statute where the purchaser ought to wait etc., besides⁵ he says that the said

¹ In 1285 Margaret received simple protection for two years (*Cal. Pat.* 1281-92, p. 160), and the castle of Hornby with its appurtenances—except the body of the same—which was of her inheritance was committed to her to hold *in tenancia* until she did 'what she ought for the lands that Geoffrey held of her inheritance' (*Cal. Close* 1279-88, p. 314). She took oath not to marry without the King's licence (*ibid.* p. 316), but in 1293 received permission to marry whom she would of the King's allegiance (*Cal. Pat.* 1292-1301, p. 42). In 1286 she committed a default in the King's Court against John de Flasceby (*Cal. Close* 1279-88, p. 430). She died *circa* 1319, John son of John de Neville, aged nineteen, being her heir (*Cal. inq. p.m.* vi. 101). The inquisition mentions eight bovates of land in Melling, within the

honour of the castle of Hornby.

² He died in 1285 (*Cal. Pat.* 1281-92, p. 179; *Cal. inq. p.m.* ii. 340). He held lands in cos. Lincoln, York, and Lancaster, of the inheritance of his wife, Margaret, and only five acres of a meadow and a moiety of a water-mill and windmill in Appleby of his own purchase (*ibid.*; cf. *Cal. Close* 1296-1302, p. 458). In Melling he held 70s. from farmers and cottars. John his son, aged 14-16, is recorded as his heir, as he is (aged 30 and more) also in an inquisition of 1301 (*Cal. inq. p.m.* iv. 3).

³ John de Neville of Hornby died *circa* 1336 and was succeeded by his cousin Robert (*Cal. inq. p.m.* vii. 467).

⁴ Stat. Westm. II. c. 40.

⁵ The text has *etiam* because the Defendant relies on a second reason.

Note from the Record—*continued.*

fuert diu ante predictum statutum Et hoc pretendit verificare etc vnde sicut prius petit quod loquela ista remaneat etc.

Dies datus est eis de audiendo iudicio suo hic a die Pasche in tres septimanas saluis partibus rationibus suis etc.

Postea continuato inde processu vsque ad hunc diem scilicet a die sancti Michaelis in xv dies anno regni domini Regis nunc septimo venerunt partes predictae per attornatos suos.

Et quia videtur Curie quod non sunt in casu statuti etc eo quod predictus Thomas non est emptor etc nec predicta Margareta dedicere potest quin predicta tenementa alienata fuerunt diu ante statutum etc Ideo loquela ista remaneat vsque ad etatem etc.

89. HAUSERINGTON v. HARPUR AND BANES.¹I.²

³Intrusion ou vn pria destre receu etc et dit qele tint de son lees et voleit auer son bref.³

En vn bref dentrusion qe feut porte vers vne femme de sa Intrusion demesne ele fit defaute apres defaute ou suruint vn Robert⁴ et dit qele nout estat qe a terme de vie de son lees et qe la reuercion feut a ly etc. et pria destre receu.

Den. Qei auiez de ceo etc.

Et feut agarde qil nauoit mye meistier amonstrer.

Et puis demanda iugement depuis qe le priere est contrarie⁵ a son bref etc.⁶

Den. tend(ist) dauerer qele entra par Intrusion com son bref sopposa.

Et lautre par son fait etc.

Et troua seurte ⁷des issues en le meen temps⁷ etc.

II.⁸

Intrusion.

En bref de Intrusion vers vne femme de sa Intrusion demene par sa defaute vynt vn R et dit qele tynt a sa vye de son lees et pria destre receu etc.

¹ Reported by *B*, *F*, *G* (twice), *M*, *X*. This is *Vulg.* 15. ² From *M*. Compared with *B*, *F*. Headnote from *B*. ³⁻⁵ The headnote in *F* is:—Intrusioun porte vers vne femme de sa intrusion demesne La quele fit defaute apres defaute vn autre vient et pria de estre receu a defendre sun dreit. ⁴ Ricard *F*. ⁵ Contrariaunt *F*. ⁶ *Add*: et ne fut pas alowe dount *F*. ⁷⁻⁷ de attendre *F*.

⁸ From *X*.

Note from the Record—continued.

tenements were alienated long before the said statute, and this he offers to aver etc., wherefore (as before) he prays that this suit remain etc.

A day was given them to hear their judgment here in three weeks from Easter, saving to the parties their arguments etc.

Afterwards, the process in this matter having been continued until this day, to wit, (October 13, 1313) the quindene of Michaelmas in the seventh year of our Lord the present King, the said parties came by their attorneys.

And because it seems to the Court that they are not in the case of the statute etc. because Thomas is not a purchaser etc., and the said Margaret cannot deny that the said tenements were alienated long before the statute etc., therefore let this suit remain until the age etc.

89. HAUERINGTON v. HARPUR AND BANES.

I.

Intrusion, where one prayed to be received etc., and said that she (the tenant) held by his lease and (the demandant) was willing to aver his writ.

In a writ of intrusion which was brought against a woman on her own intrusion, she made default after default. There intervened one Robert and said that she had no estate save for term of life, by his lease, and that the reversion belonged to him etc. And he prayed to be received.

Denom. What have you (in evidence) of that etc.?

And it was ruled that he need not show (evidence).

And afterwards (the demandant) demanded judgment since the prayer was contrary to his writ etc.

Denom tendered the averment that she entered by intrusion, as his writ supposed.

And the other (averred it was) by his deed.

And (the intervener) found surety for the issues in the meantime etc.

II.

Intrusion

In a writ of intrusion against a woman, on her own intrusion, upon her default there came one Robert and said that she held for life by his lease, and prayed to be received etc.

Denh. Quey auez de ceo.

Et ne feust pas chace a moustre fet.

Denh. Vostre priere est en abatement de nostre bref par qey vous ne serez pas receu.

Non allocatur.

Denh. tendi dauerrer qe la femme entra par abatement. R. tendi dauerrer qel entra par son lees.

Et sic ad patriam.

Et troua seurte des issues.

III.¹

Nota de petente admitti.

Vn Ion porta soun bref deuers vn A. qe fyt defaute apres defaute. suruynt vn A. et dyt. qun Ric(hard) soun pere purchasa les tenemenz demaundez a ly et a les heirz Ric(hard). et dit qilest fitz et heir Ric(hard) et A. qe auoit fet defaute nauoyt qe fraunctenement. et il venu deuaunt iugement rendu. et pryé estre receu etc.

Scrop. Qei auet vous du purchaz.

Denom. Nous le voloms auer.

Scrop. Et nous iugement desicom il ad fet soun pere purchasur et dyt qe le fee demurt en sa persone. et ne mustre nul especialte qe testmoigne sil deyue estre receu.

Denom. A fut purchasur ioynt oue nostre pere. dunt a ly apent auer lespecialte a tote sa vye et ne my a nous. iugement si saunz especialte ne deuoms estre receu.

Et pur cele r(esponse²). il fut receu.

Et admittitur.

IV.³

Nota de petente admitti.

Vn Ion porta soun bref vers vn A. et fyt defaute apres defaute. suruynt vn W. et dit qele nauoyt qe fraunctenement de soun lees demesne. et prie etc.

¹ From *G* (first version).

² Or r(eson).

³ From *G* (second version).

Denom. What have you (in evidence) of this ?

And he was not driven to show a deed.

Denom. Your prayer is in abatement of our writ. Therefore you will not be received.

This was not allowed.

Denom. tendered the averment that the woman had entered by abatement. Robert tendered the averment that she had entered by his lease.

And thus to the country.

And he found surety for the issues.

III.

Note of one who prayed to be admitted.

One John brought his writ against one Olive who made default after default, there intervened one John and said that one Roger his father purchased the tenements (now) demanded to himself and to the heirs of Roger, and said that he is the son and heir of Roger, and Olive who had made default had nothing save freehold, and he has come before judgment given, and prays to be received etc.

Scrope. What have you (in evidence) of the purchase ?

Denom. We are willing to aver it.

Scrope. And we (pray) judgment whether he ought to be received since he has made his father a purchaser and said that the fee remains in his person and does not show any specialty which witnesses (this).

Denom. Olive was purchaser jointly with our father, therefore it is her right to have the specialty for her whole life, and not ours.¹ Judgment whether we ought not to be received without specialty.

And because of this reply² he was received.

And he is admitted.³

IV.

Note of one who prayed to be admitted.⁴

One John brought his writ against one Olive who⁵ made default after default, there intervened one John and said that she had only freehold by his own lease. And he prays etc.

¹ In other words, Olive is entitled to keep the deed witnessing the purchase, for she is one of the original purchasers. Therefore the intervener who comes upon Olive's default cannot show the deed because it is not in his hands.

² Or reason.

³ This formula is simply a repetition of the informal statement in the preceding passage.

⁴ This and the preceding version come from the same manuscript (*G*) and follow one another. It will be noticed that they begin in the same way, but then the wording becomes different.

⁵ The text has 'and.'

Scrop demaunda sil out ren du lees.

Denom. Nous le voloms auerer.

Scrop. Si vous deyset. qele tenysit en douwer de vostre herit(age). ou par la ley dengleterre. en teu cas vous seret receu saunz especialte par commune ley. mes ore vous dites qil tynt de vostre lees a terme de sa vye. et se chet en especialte. iugement si saunz especialte deuet estre receu.

Mes pur ceo qe lespecialte en teu cas deit plus naturelement deuers le purchasur qe vers le lessor demorer si fut il en ceo cas receu saunz especialte.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 268 recto. Lancashire.

Written by Burnedishe.

Iohannes de Hauerington per Adam de Burtone attornatum suum optulit se iiij die uersus Galfridum le Harpur et Oliuam vxorem eius de placito vnus mesuagii viginti acrarum terre et trium acrarum prati cum pertinenciis in Whytingtone que Idem Iohannes clamat ut Ius et hereditatem suam. Et in que eadem Oliua non habet ingressum nisi per intrusionem quam in illa fecit post mortem Rogeri Banes cui Ricardus de Chauncefelde auus predicti Iohannis cuius heres ipse est illa dimisit ad vitam eiusdem Rogeri etc.

Et ipsi non ven(erunt) Et alias fecerunt defaltam hic scilicet a die sancti Michaelis in xv dies anno Regni domini Regis nunc quinto postquam essoniati etc. Ita quod tunc preceptum fuit vicecomiti quod caperet predicta tenementa in manum domini Regis etc Et diem etc Et quod summoneret eos quod essent hic a die sancti Hillarii in xv dies proximo sequentes

Scrope asked whether he had anything (in evidence) of the lease.
Denom. We are willing to aver it.

Scrope. If you said that she held in dower of your inheritance or by the law of England, in such a case you would by common law be received without specialty, but now you say that she holds¹ by your lease for term of her life, and that requires a specialty. Judgment whether you ought to be received without specialty.

But because in a case like that the specialty ought more naturally to remain with the purchaser than with the lessor, he was received in this case without specialty.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 268 recto. Lancashire.
 Written by Burnedisshe.

John of Haueringtone² by Adam of Burtone his attorney presented himself on the fourth day against Geoffrey le Harpur and Olive his wife in a plea of one messuage, twenty acres of land, and three acres of meadow with the appurtenances in Whittington which the said John claims as his right and inheritance and into which the said Olive has no entry save by the intrusion which she made into the same after the death of Roger Banes to whom Richard of Chauncefelde, grandfather of the said John whose heir he is, leased them for the life of the said Roger etc.

And they have not come, and before now they made default here, to wit, on (October 13, 1311) the quindene of Michaelmas in the fifth year of the reign of our Lord the present King after they had been essoined etc., so that at that time the Sheriff was commanded to take the said tenements into the hand of our Lord the King etc., and (to certify) the day etc., and to summon them to be here on the quindene of St. Hilary next following. And

¹ *Tynt* means really 'held.'

² A John de Haveringtone, knight, of whom three acres of land in Kirkslak in Whittington were held, and who held no other lands in the county, died in Lent 1350, John son of John de Hildreston being his heir (*Cal. inq. p.m.* ix. 298). Lands etc. in co. York were held by a John de Haveringtone in 1302, 1303 and 1319 (*ibid.* iii. 361, 450, vi. 102). In 1302 a John de Haveringtone was one of those appointed to come before the King with respect to the grievances of the commonalty of the franchise of the Bishopric of Durham against the Bishop (*Cal. Pat.* 1301-7, pp. 71, 106). In 1313 and 1318 he received pardon as an adherent of Thomas, Earl of Lancaster

(*ibid.* 1313-17, p. 22; 1317-21, p. 230).

From 1322 onwards he was on the King's service in the Marches of Scotland, enforcing the observance of the truce with Robert Bruce, and a commissioner of array, and of peace in cos. Lancaster and Cumberland at various times (*Cal. Pat.* 1321-34, *passim*). From 1322 two John de Haveringtones, one distinguished as 'the elder,' are mentioned in connection with various administrative duties in cos. Lancaster and Cumberland (*Cal. Pat.* and *Cal. Close*, *passim*). In 1328 there was a citizen of Carlisle of the same name who had attended the Parliament of New Sarum (*Cal. Close*, 1327-30, p. 420). How far this information applies to the plaintiff it is impossible to say.

Note from the Record—continued.

Ad quem diem venerunt tam predictus Iohannes quam predicti Galfridus et Oliua per attornatos suos Et Idem Iohannes precise se cepit ad predictam defaltam etc Et iidem Galfridus et Oliua tunc vad(iauerunt) ei inde legem suam Et habuerunt inde diem a die sancte Trinitatis in xv dies proximo sequentes de lege faciend(a) etc Ad quem diem iidem Galfridus et Oliua fecerunt se esson(iari) uersus predictum Iohannem de predicto placito Et habuerunt inde diem per esson(iatores) ipsorum Galfridi et Oliue hic ad hunc diem scilicet in Crastino sancti Martini.

Et super hoc venit quidam Iohannes Banes Et dicit quod predicti Galfridus et Oliua nichil habent in predictis tenementis nisi liberum tenementum ad terminum vite ipsius Oliue ex dimissione ipsius Iohannis Et dicit quod Ius et reuersio eorundem tenementorum ad ipsum Iohannem pertinet etc Et petit quod ipse per defaltam predictorum Galfridi et Oliue non amittat Ius suum in hac parte. set quod ipse ad defensionem predictorum tenementorum admittatur etc

Et Iohannes de Haueryngtone dicit quod predictus Iohannes de Banes ad defensionem predictorum tenementorum ad seisinam suam in hac parte retardandam admitti non debet quia dicit quod predicta Oliua habet ingressum in predictis tenementis per intrusionem quam in illa fecit post mortem predicti Rogeri Banes cui etc prout ipse per breue suum supponit et non ex dimissione predicti Iohannis Banes sicut Idem Iohannes dicit Et hoc paratus est verificare etc.

Et Iohannes Banes dicit quod predicta Oliua non intrusit se in predictis tenementis post mortem predicti Rogeri. Dicit reuera quod idem Iohannes Banes fuit in seisina de predictis tenementis Et illa eidem Oliue dimisit ad vitam ipsius Oliue tenenda de ipso Iohanne Banes Ita quod tenementa illa post mortem predictae Oliue ad ipsum Iohannem Banes reuerti debent per formam dimissionis predictae et quod predicta Oliua intrauit in predictis tenementis ex dimissione eiusdem Iohannis Banes et non per intrusionem etc sicut predictus Iohannes de Haueryngtone dicit petit (*sic*) quod inquiratur per patriam.

Et Oliua similiter Ideo preceptum est vicecomiti quod venire faciat hic a die Pasche in tres septimanas xii etc per quos etc Et qui nec etc ad recognoscendum etc Quia tam etc.

Et super hoc Idem Iohannes Banes inuenit manucaptores ad respondendum de exitibus medii temporis si contingat predictam Iuratam contra ipsum transire videlicet Thomam de Thornetone de Comitatu Lanc(astrie) Robertum de Berwyke de eodem Comitatu Nicholaum Tempest de Comitatu Ebor(acensi) et Iohannem Iun de eodem Comitatu etc.

Et Idem Iohannes Banes posuit loco suo Robertum de Berwyke etc.

Note from the Record—continued.

on that day there came as well the said John as the said Geoffrey and Olive by their attorneys, and the said John precisely betook himself to the said default etc., and the said Geoffrey and Olive then waged him their law in this matter, and they had a day in the matter on (June 4, 1312) the quindene of Holy Trinity next following to make the law etc., and on that day the said Geoffrey and Olive caused themselves to be essoined against the said John in the said plea, and they had a day in the matter by the essoiners of the said Geoffrey and Maud at this day, to wit, on (November 12, 1312) the Morrow of Martinmas.

And thereupon comes one John Banes and says that the said Geoffrey and Olive have nothing in the said tenements save freehold for the life of the said Olive, by the lease of him the said John (Banes), and he says that the right and the reversion of the said tenements belong to him the said John (Banes) etc., and he prays that by the default of the said Geoffrey and Olive he lose not his right in this matter, but that he be admitted to defend the said tenements etc.

And John of Haueryngtone says that the said John of Banes ought not to be admitted to defend the said tenements, (in order) to delay his seisin in this matter, for he says that the said Olive has entry in the said tenements by the intrusion which she made into them after the death of the said Roger Banes to whom etc., as he supposes by his writ, and not by the lease of the said John Banes as the said John (Banes) says. And this he (John of Haueryngtone) is ready to aver etc.

And John Banes says that the said Olive did not intrude in the said tenements after the death of the said Roger. He says indeed that he, John Banes, was seised of the said tenements and leased them to the said Olive for the life of the said Olive, to be held from him, John Banes, so that after the death of the said Olive those tenements ought to revert to him, John (Banes), by the form of the said lease, and that the said Olive entered into the said tenements by the lease of the said John Banes and not by intrusion etc., as the said John of Haueryngtone says. (And) he prays that (this) be inquired by the country.

And Olive likewise. Therefore the Sheriff was commanded that he cause to come here in three weeks from Easter twelve etc., by whom etc., and who are neither etc., to find etc., because both etc.

And thereupon the said John Banes found mainpernors (sureties) to answer for the issues of the meantime if it should happen that the said jury should pass against him, to wit, Thomas of Thornetone from the county of Lancaster, Robert of Berwyke from the same county, Nicolas Tempest from the county of York and John Iun from the same county etc.

And the said John Banes put in his place Robert of Berwyke etc.

90. LUCY v. PLUKENET.¹I.²

William Lucy³ porta soun bref dentre⁴ vers Aleyn Plokenet⁵ et dit en lez yeux il nad entre si noun. pus⁶ lenbatement qe vne Maude qe fust la femme Richard de C. de ceo en fist apres la mort Dyonise qe fut la femme Iohan de Cotille⁷ qe ceux tenemenz tint en Dowere del dowement Iohan Cotille⁷ son baron etc. et fist sa descente de Iohan de Cotille⁷ et Elianore⁸ Lecelyne et Maud⁸ com⁹ et afeilles etc. de Elianore quia etc.⁹ a Lecelyne et a Maud de¹⁰ Lecelyne etc. a Maud de M. a Iohan com afitz de Iohan a William com a fitz de W a William¹⁰ qore demaunde.

Toud. Maud ne se abatist pas qe nous dioms qe Dyonise¹¹ tint de Maud¹² a terme de sa vie et murrust en sa foialte apres qy mort Maud¹² entra com en sa reuersioun prest etc. et issint tient ele de Maud qe apres la mort I. de Cotille⁷ descendist le droit de ceux tene-meniz a Elyanore¹³ Lesseylyne¹⁴ et Maud¹² etc. de Elyanore¹³ etc. de¹⁵ Elianore¹⁵ etc.¹⁵ a lecelyne¹⁴ e a Maud¹² Lecelyne¹⁴ granta la reuersioun de sa purpartye a Richard¹⁶ de C. et Maude sa femme et a les heirs Richard¹⁶ par quel grant Dyonise se atturna et puis Maud seor Lecelyne morust par quay le droit de¹⁷ sa p(ur)partye descendist a Iohan¹⁸ com a fitz etc. le quel Iohan¹⁹ granta la reuersioun de sa purpartye a les auantdits Richard et Maud et²⁰ pus murust Richard et²⁰ Maud suruesquit et pus murust Dyonise qe qei Maud qe vous dites qe dust auer abatu entra *ut supra*.

Herle. Qei estes vous a Richard ou a Maud festes vous priue.

Toud. Aleyn²¹ cosyn et heir etc.²²

Herle. Desicom vous clamez par reson dassignement et de ceo rien ne moustrez iugement etc.

Toud. Qe Dyonise tynt de Maud a terme de vie et murust en sa foialte prest etc.

Herle. Assignement ne chiet pas en auerement et vous clamez com heir Richard etc.

¹ Reported by C, E, F, P, T, X, Z (twice). ² From T. Compared with C. The headnote in C is: Intrusioun ou il plederent sur assignement. ³ de Lucy C. ⁴ de Intrusioun C. ⁵ Plukenet C. ⁶ par C. ⁷⁻⁷ Ion de Cotal C. ⁸⁻⁸ de L a M. C. ⁹⁻⁹ a fille etc. de E etc. C. ¹⁰⁻¹⁰ L. de sa purpartie a M etc. de M a Ion cum a fiz de Ion a William de William a William Lucy C. ¹¹ T. C. ¹² M. C. ¹³ Alienor C. ¹⁴ L. C. ¹⁵ Om. C. ¹⁶⁻¹⁶ Om. C. ¹⁷ Add: la reuersioun de C. ¹⁸ I. C. ¹⁹ Ion C. ²⁰ Add: et a lez heirz Richard par vertue de quel grant D. se attourna autre foiz etc. issint qe la reuersioun fut enterement a Richard et Maude et a lez heirs Richard Richard murust C. ²¹ Add: est C. ²² Richard C.

90. LUCY v. PLUKENET.

I.

William de Lucy brought his writ of entry against Alan Plukenet and said, 'into which he has no entry save after the abatement which one Maud who was the wife of Robert Walrand made after the death of Sibyl who was the wife of John Cotele, who (had) held these tenements in dower by the endowment of John Cotele her husband etc.' And he made his descent from John Cotele to Maud, Eleanor, and Asceline, as to sisters etc., from Eleanor to Maud and Asceline, and from Asceline to Maud, from Maud to William as son, and from William to Fulk as son, and from Fulk to William who now demands.

Toudeby. Maud did not abate herself, because we tell you that Sibyl held of Maud for term of life and died in her fealty, after her death Maud entered as into her reversion. Ready etc. And this is how she held of Maud: after the death of John Cotele the right of these tenements descended to Maud, Eleanor, and Asceline, from Eleanor to Asceline and Maud, Asceline granted the reversion of her share to Robert Walrand and to Maud his wife, and to Robert's heirs, by that grant Sibyl attorned. Afterwards Maud, Asceline's sister, died, therefore the right of her share descended to William as to a son etc., William granted the reversion of his share to the aforesaid Robert and Maud, and afterwards Robert died and Maud survived, and afterwards Sibyl died, wherefore Maud, who, according to you, abated, did enter (as above).

Herle. What are you to Robert or to Maud? Make yourself privy.

Toudeby. Alan is cousin¹ and heir of¹ Robert.¹

Herle. Judgment etc., since you claim by reason of assignment and show nothing as to that.

Toudeby. Ready (to aver) that Sibyl held of Maud for term of life and died in her fealty.

Herle. There can be no averment of an assignment, and you claim as Robert's heir, etc.

¹ The other sister's share came to Robert and Maud II. by a grant of that sister's son and heir. Robert and Maud II. having thus united in their hands the whole of the tenements now in the dispute, Robert died and his wife (Maud II.) entered after the death of the tenant for term of life. The present tenant seems to have entered after Maud's death, as Robert's heir. It will thus be seen that the point at issue is whether the tenements were wholly united in the hands of Maud I. and descended to her heirs, or whether they were granted, partly by her surviving sister and partly by her (Maud I.'s) son to Robert and Maud II.

Wesc. Si vn estranger vst entre apres la mort Dyonise Maud eust eu bon bref de Intrusioun et seroit ¹bon r(esponse)¹ dauerer lassignement et latturnement etc. a multo. fortiori en ceo cas ou le tenant est einz et tient etc.

Ber. Vous dites mal.² gest par voye daccioun ne serra iammes re(ceu) dauerer lassignement sanz especialte etc. *set non est simile* entre demaundaunt et tenaunt.

Pass. Mais il ad dit qil est heir Richard et fut purchaczour dun reuersioun de assignement ³vn M. et moustra etc.³

Ber. Il tint⁴ dauerer qe Dyonise tynt de Maud aterme de sa vie etc. il nad rien dit contrariaunt et pur ceo volez lauerement.

Et fust lauerement receu qe Dyonise tynt de Maud ⁵ut supra de Maud aterme.⁵

Et ⁶nota en ceo cas qi qe se soit⁶ tenant nad mestier plus ⁷dire qe auerer etc. *ut supra* etc.⁷

II.⁸

Intrusion, ou le tenant fut receu de auerer grant de reuersioun et latornement de femme tenante en dowere, saunz moustrer especialte.

Vn Willam de Lucy porta vn bref de intrusion vers Aleyn Plouk' qe voleit qe A. nauoit entre si noun pus la Intrusion qe vne Maude en ceo fist apres la mort vne femme. qe tynt en dowere del heritage vn W. cosyn lauandit W. E fist la descente de W. a A. S. et M. de A. de sa purpartie a S. et a M. et puis le fist Cosin(es).

Stanore. La femme etc. le iour qele morust tynt de Maude et la reuersion a Maude et ensi apres la mort la femme, Maude entra com en sa reuersion et nent par intrusion etc.

Herle. Coment fut la reuersion a M.

¹⁻¹ receu C.

² Add: qe cesti C.

³⁻³ et nihil monstrauit C.

⁴ tendit C.

⁵⁻⁵ et alii econtra C.

⁶⁻⁶ sic nota qe en teu cas le C.

⁷⁻⁷ forqe de auerer sa tenance C.

⁸ From F.

Westcote. If a stranger had entered after the death of Sibyl, Maud would have had a good writ of intrusion, and it would be a good answer to aver the assignment and attornment etc. *A multo fortiori* it is so in this case, where the tenant is 'in' and holds etc.

BEREFORD C.J. You are wrong. For¹ he¹ who is (in court) by way of action will never be received to the averment of the assignment, without specialty etc. But the case of a tenant is different from that of a demandant.

Passeley. But he has said that he is Robert's heir and was purchaser of a reversion by the assignment of one (Maud), and¹ he¹ has¹ shown¹ nothing.¹

BEREFORD C.J. He tendered¹ the averment that Sibyl held of Maud for the term of her life etc. He has said nothing inconsistent, and, therefore, are you willing to accept the averment?

And the averment that Sibyl held of Maud (as above) for term etc., was received.

And note in this case that whoever be tenant, need not say more than aver etc., as above etc.

II.

Intrusion, where the tenant, without showing specialty, was received to aver a grant of the reversion and the attornment by the woman holding in dower.

One William of Lucy brought against Alan Plukenet a writ of intrusion which ran that Alan had no entry save after the intrusion which one Maud² made into this (tenement) after the death of a woman who held in dower of the inheritance of one John cousin of the said William. And he traced his descent from John to Maud,³ Eleanor, and Asceline, from Eleanor as to her share to Maud and Asceline, and then he made them cousins.

Stonore. The woman etc. on the day on which she died held of Maud, and the reversion (belonged) to Maud,² and thus after the woman's death Maud entered as into her reversion and not by intrusion etc.

Herle. How did the reversion belong to Maud⁴?

¹ Supplied from C.

² This is Maud the wife of Robert Walrand, whom the demandant mentions as the intruder.

³ This is Maud, one of the sisters of John the cousin of the demandant.

⁴ See note 2 above.

Stanore. Apres la mort Willam qe assigna dowere etc. si tint ele de Alienore et S. et M. cum des heirs W. Et de A. pur ceo qele morust sanz heir de sey descendist le dreit de sa purpartie a S. et a M. et vous dyoms qe S. granta sa purpartie a vn Roberd et a Maude sa femme par qel grant le tenant en dowere. se attorna de M. descendist le dreit de sa purpartie a vn Richard le qel Richard granta sa purpartie a Roberd et a Maude sa femme par quel grant le tenant se attorna. E ensiapres la mort le tenant en dowere pur ceo qe Roberd fut mort. Maude entra cum en sa reuersion etc.

Herle. Qei auet del grant etc.

Sutt'. Prest dauerrer et qele tynt de nous le ior etc.

Herle. Depuis qe vous auez conu qe le dreit de ceste reuersion fust a A. S. et M. de qi grant vous auez conte et rien ne mustrez en curt qe tesmoign(e) qil lour vnt demis iugement etc.

Toud. Nous voloms auerrer qe le grant se fist en la ma(ne)re cum nous auoms dist et qe le tenant en dowere se attorna et ensi apres la turnement ele tynt de Maude etc.

Herle. Depuis qe vous auez conu qele tynt de ceo les par qel les nous auoms conte iugement si vous deuez auenir apres adire qele tynt de Maude etc. sanz ceo qe vous mustreez especialte etc qe tesmoign(e) ceo les par quel les etc. se vssent demis depuis qe la reuersion est vne chose qe ne put estre grante sanz especialte etc.

Toud. Nous auoms dit qele tint de Maude et puis auoms dit coment la reuercioun fust grante et de puis qe nous voloms auerrer *ut supra* iugement etc.

Berr. Ieo charge mout ceo qil tend dauerrer latornement etc qe ieo entenken. la tornement est de auxi grant force cum le grant de la reuersion.

Herle. Par attornement de femme tenant en dowere sanz grant de reuersion ne put mie estat de reuercion acrestre qe si autrement ifut chescune femme par son attornement mettereit leyr a son purchas et par cas desheritereit le heir.

Berr. Veet si vous volez receiure lauerement ou noun au peril qe appent.

Stonore. After the death of John who assigned dower etc. she held of Maud,¹ Eleanor and Asceline as of the heirs of John. And from Eleanor because she died without heir of her body the right of her share descended to Maud and to Asceline, and we tell you that Asceline granted her share to one Robert and to Maud² his wife, and by that grant the tenant in dower attorned; from Maud¹ the right of her share descended to one William, and that William granted his share to Robert and to Maud² his wife, and by that grant the tenant attorned. And thus after the death of the tenant in dower, because Robert was dead, Maud² entered as into her reversion etc.

Herle. What have you (in evidence of) the grant etc.?

(*Stonore.*) Ready to aver (it) and that she held of us on the day etc.

Herle. Since you have admitted that the right of this reversion belonged to Maud,¹ Eleanor, and Asceline, of whose grant you counted, and you show in Court nothing that would witness that they leased it to them, judgment etc.

Toudeby. We are willing to aver that the grant was made in the way which we described and that the tenant in dower attorned, and thus after the attornment she held of Maud etc.

Herle. Since you have acknowledged that she held by this lease by which lease we counted, judgment whether afterwards you ought to get to say that she held of Maud etc. without showing specialty etc. which would witness that lease by which lease etc. they demised. For the reversion is something which cannot be granted without specialty etc.

Toudeby. We said that she held of Maud and afterwards we told how the reversion was granted, and since we are willing to aver (as above) judgment etc.

BEREFORD C.J. I attach much importance to the fact that they offer to aver the attornment etc., because I think that the attornment is of as much force as the grant of the reversion.

Herle. An estate of reversion cannot accrue by the attornment of a woman holding in dower, without a grant of the reversion, for if it were otherwise every woman would by her attornment put the heir to his purchase and perhaps would (bring about the) disinherit(ance of) the heir.

BEREFORD C.J. See whether you want to accept the averment, or not, (and if not it will be) at the risk which is the necessary consequence.

¹ See note 3, p. 93.

² See note 2, p. 93.

Hedoun. Nous voloms auerer nostre bref.
E alii econtra.
Ideo ad xii.

III.¹

Intrusion.

Willem Lucy porta bref de Intrusion vers Aleyn Plukenet supposant lentre peus labatement qe vne Maude fist apres la mort vne femme qe tynt en dower del heritage W. Cosyn le demaundaunt.

Ston. La femme tynt en dower de Maude le iour qel morust par qey Maude entra com en sa reuersion et nient par abatement.

Herle. Coment fust la reuersion a Maude ?

Ston. Vne Sare soer W. par mi qi vous auez fet descente graunta la reuersion a M. par quel graunt la femme atturna.

Herle. Graunt chit en especialte. Iugement si saunz especialte etc. de peus qe vous auez graunte le dreit en nostre saunk.

Ber. Il tend dauerrer son dit volez lauerement ?

Herle ne osa demorer en Iugement et tendi dauerer son bref al econtra, qar

Toud. dit qe ceo ne dona il pas pur respounce mes pur declarer son dreit qar le gros del respounce fu qe la reuersion fust a M.

IV.²

Intrusion.

Vne femme tynt en dowere de ii. la vn granta la reuersion de sa purpartie a vn homme apres lautre parcener granta sa purpartie de la reuersion par quel grant la femme tenante en dowere sattorna autrefoithe apres la mort la femme tenant en dowere il lentra leire lun parcener porta bref de Intrusion deuers lui et il pleda son cas iugement si etc.

Et leir dit qe lassignement en tiel cas gist en especialte qe testmoigne son dist.

Et fust dist par les Iustices qe le tenant deit auerre lassignement sanz moustrer fait mesil soit a demander il lui couendra moustrer especialte.

¹ From X.² From Z (first version).

Hedon. We are willing to aver our writ.

Issue joined.

Therefore to the twelve.

III.

Intrusion.

William of Lucy brought a writ of intrusion against Alan Plukenet, supposing the entry after the abatement which one Maud made after the death of a woman who held in dower of the heritage of John the demandant's cousin.

Stonore. The woman, on the day when she died, held in dower of Maud, therefore Maud entered as into her reversion and not in abatement.

Herle. How did the reversion belong to Maud?

Stonore. One Asceline sister of John through whom you have traced the descent granted the reversion to Maud, and by that grant the woman attorned.

Herle. A grant requires specialty. Judgment whether without specialty etc., since you have admitted the right in our blood.

BEREFORD C.J. He offers to aver his statement. Will you accept the averment?

Herle did not dare to abide judgment and offered to aver his writ to the contrary, because

Toudeby said that he had not given this as an answer but (in order) to declare his right. For the main answer was that the reversion belonged to Maud.

IV.

Intrusion.

A woman held in dower of two; the one granted the reversion of his share to a man, afterwards the other parcener granted his share of the reversion, and by this grant the woman holding in dower attorned a second time. After the death of the woman holding in dower he entered, the heir of the one parcener brought a writ of intrusion against him and he pleaded his case (and prayed) judgment etc.

And the heir said that the assignment in a case like that requires a specialty which would witness his statement.

And it was said by the justices that the tenant might aver the assignment without showing a deed, but in the case of a demandant it would be necessary for him to show specialty.

V.

Nota. Intrusioun.

Nota grant de reuercioun et aturnement sur le grant poet estre auere par celi qest (in) poss(ess)ione et seisi. Mes si le purchasour de la reuercioun soit a demaunder : il couent moustrer esp(eciau)te. qe testm(oigne) le grant.

Herle dit qe graunt ne poet estre auere.

VI.²

Nota.

Nota qe en vn bref de intrusioun suffit pur le tenaunt a dire. qil ne se abati. pas. qe le tenaunt a terme de vie ou en dower ou etc. tynt de luy le iour qil morust et qil morust en sa fealte tot(e) seit il estrange purchasour de la reuersioun saunz especialte mustrer. sed secus est la ou lestrange purchasour est par voie daccioun la couent il mustrer especialte etc.

Notes from the Record.

I.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 231 verso. Gloucestershire.
Written by Burnedisshe.

Willelmus de Lucy petit uersus Alanum Plukenet vnum mesuagium vnam carucatam terre et dimidiam octo acras prati decem acras pasture decem acras bosci et terciam partem duorum molendinorum cum pertinenciis in Fromptone Cotele ut Ius et hereditatem suam et in que Idem Alanus non

¹ From *P*.² From *E*.

V.

Note. Intrusion.

Note that the grant of a reversion, and the attornment on the grant, can be averred by him who is possessed and seised. But if the purchaser of the reversion were to be demandant, he must show specialty which would witness the grant.

Herle said that a grant cannot be averred.

VI.

Note.

Note that in a writ of intrusion it is sufficient for the tenant to say, without showing specialty, that he did not abate himself, because a tenant for term of life, or in dower, or etc., held of him on the day of his death and he died in his fealty, even if he himself be a strange purchaser of the reversion. But it is otherwise where the strange purchaser is (in Court) by way of (his own) action. There he must show specialty etc.

Notes from the Record.

I.

De Banco Roll, 195a, Mich. 6 Edw. II., membr. 231 verso. Gloucestershire.
Written by Burnedisshe.

William of Lucy¹ demands against Alan Plukenet² one messuage, a carucate and a half of land, eight acres of meadow, ten acres of pasture, ten acres of wood and the third part of two mills with the appurtenances in Frampton Cotterell³ as his right and inheritance and into which the said

¹ Cf. *Year Book*, S.-S., xiii. 227. In 1320 he was keeper of the peace in co. Warwick (*Cal. Pat.* 1317-21, p. 462) and commissioner of array from 1322-26 (*ibid.* 1321-24, pp. 124, 274; 1324-27, pp. 54, 223). He went to Gascony on the King's service in 1323 (*ibid.* 1321-24, p. 338), and from 1322-23 he was commissioner of oyer and terminer and appointed to deliver the gaol of Warwick (*ibid.* pp. 172, 370, 377).

² Cf. *Year Book*, S.-S., xiii. 227. He was keeper of the King's hay in Hereford, 1308-15 (*Cal. Close* 1307-13, pp. 32, 299; 1313-18, p. 165). In 1313 he received protection till the following Easter to make a pilgrimage

beyond seas (*Cal. Pat.* 1313-17, p. 18), which was extended on the ground that he would go to Scotland on the King's service. As he stayed at home, it was withdrawn, and the Justices were ordered to proceed with the suits against him (*Cal. Close* 1313-18, p. 555). He died September 10, 1325, leaving his sister Joan de Bohun his heir. His wife Sibyl survived him (*ibid.* 1324-27, pp. 408-9; *Cal. inq. p.m.* vi. 421-22). His mother Alice was sister of Robert Walrand, and in 1310 he is named as one of the heirs of John Walrand, an idiot (*Cal. inq. p.m.* v. 72).

³ Robert Walrand held the manor of the king in chief and his widow held it in dower; he died *circa* 1272, his

Notes from the Record—*continued.*

habet ingressum nisi post intrusionem quam Matill(is) que fuit vxor Roberti Walrand in illa fecit post mortem Sibille que fuit vxor Iohannis Cotele que illa tenuit in dotem de dono predicti Iohannis quondam viri sui consanguinei predicti Willelmi cuius heres ipse est et que post mortem eiusdem Sibille ad prefatum Willelmum reuerti debent etc Et vnde Idem Willelmus dicit quod predictus Iohannes Cotele fuit seisisus de predictis tenementis in dominico suo vt de feodo et iure tempore domini H Regis aui domini Regis nunc Capiendo inde expletas ad valenciam etc Et de ipso Iohanne quia obiit sine herede descendit Ius etc quibusdam Matill(idi) Alianore et Asceline vt sororibus et heredi etc Et de ipsa Alianora quia obiit sine herede descendit Ius pro partis sue predictis Matill(idi) et Asceline vt sororibus et heredi Et de ipsa Ascelina quia obiit sine herede de se descendit¹ pro partis sue predictae Matill(idi) vt sorori et heredi etc Et de ipsa Matill(ide) descendit Ius etc cuidam Willelmo vt filio et heredi etc Et de ipso Willelmo descendit Ius etc cuidam Fulconi vt filio et heredi etc Et de ipso Fulcone descendit Ius etc isti Willelmo qui nunc petit vt filio et heredi etc Et in que etc. Et inde producit sectam etc.

Et Alanus per Rogerum de Walingtone attornatum suum venit Et defendit Ius suum qu(ando) etc. Et dicunt (*sic*) quod predicta Matill(is) que fuit vxor Roberti Walrand non intrusit se in predictis tenementis post mortem predictae Sibille Dicit enim quod eadem Sibilla die quo obiit tenuit predicta tenementa de ipsa Matill(ide) que fuit vxor predicti Roberti ad terminum vite eiusdem Sibille post cuius mortem eadem Matill(is) intrauit in eisdem tenementis ut in illis quorum reuersio ad ipsam pertinuit etc Et hoc paratus est verificare etc.

Et Willelmus dicit quod predicta Sibilla die quo obiit tenuit predicta tenementa in dotem de heredibus predicti Iohannis Cotele et non de predicta Matill(ide) que fuit vxor predicti Roberti sicut predictus Alanus dicit Et hoc petit quod inquiratur per patriam.

Et Alanus similiter.

Ideo preceptum est vicecomiti quod venire faciat hic a die Pasche in tres septimanas xii etc per quos etc Et qui nec etc ad recognoscendum etc Quia tam etc.

¹ Suppl. *iur.*

Notes from the Record—continued.

Alan has no entry save after the intrusion which Maud who was the wife of Robert Walrand made into them after the death of Sibyl who was the wife of John Cotele, who held them in dower by the gift of the said John sometime her husband, cousin of the said William whose heir he is, and which after the death of the said Sibyl ought to revert to the said William etc. And concerning this matter the said William says that the said John Cotele was seised of the said tenements in his demesne as of fee and of right in the time of Lord Henry the King grandfather of our Lord the present King, taking the esplees thereof to the value etc., and from the said John because he died without heir the right etc. descended to Maud, Eleanor, and Asceline, as sisters and heir etc. And from the said Eleanor because she died without heir the right of her share descended to the said Maud and Asceline as sisters and heir, and from the said Asceline because she died without heir of her body (the right) of her share descended to the said Maud as sister and heir etc. And from the said Maud the right etc. descended to one William as son and heir etc., and from the said William the right etc. descended to one Fulk as son and heir etc., and from the said Fulk the right etc. descended to this William who now demands as son and heir etc. And into which etc. And as to this he produces suit etc.

And Alan comes by Roger of Wallington, his attorney, and defends his right when etc., and says that the said Maud that was the wife of Robert Walrand did not intrude into the said tenements after the death of the said Sibyl, for he says that the said Sibyl on the day on which she died held the said tenements of the said Maud that was the wife of the said Robert for the term of life of the said Sibyl, and after her death the said Maud entered into the said tenements as into those of which the reversion belonged to her etc. And this he is ready to aver etc.

And William says that the said Sibyl on the day on which she died held the said tenements in dower of the heirs of the said John Cotele and not of the said Maud that was the wife of the said Robert, as the said Alan says. And he prays that this be inquired by the country.

And Alan likewise.

Therefore the Sheriff was commanded that he cause to come here in three weeks from Easter twelve etc., by whom etc., and who are neither etc., to find etc., because both etc.

heir being his nephew Robert (*Cal. Close* 1272-79, pp. 8, 67). In 1310 the manor descended to Alan Plukenet, heir of John Walrand, the idiot (*Cal. inq. p.m.* v. 72). In 1313 a mill and 80 acres of land there were held of Alan Plukenet (*ibid.* p. 230). On the other hand, according to an undated inquisition of Henry III.'s reign, Eleanor Cotele, Asceline Cotele, William of Lucy and Maud Cotele his wife each held one-third of the manor, 2 carucates

of land, and 2 virgates in villeinage, separately, of the king in chief, after the death of John Cotele (*Cal. inq. p.m.* i. 290), and in 1243 the King delivered to Asceline her portion of John's lands for which formerly William de Lucy and his wife had been paying a rent of £10 (*Close Rolls* 1242-47, p. 108). In 1318 John de Wylynton and Joan his wife acquired the manor from William de Lucy (*Cal. Pat.* 1317-21, p. 260).

Notes from the Record—*continued*

II.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 231 verso. Gloucestershire.
Written by Burnedisshe.

Willelmus de Lucy petit uersus Alanum de Plukenet vnum mesuagium vnam carucatam terre quinque acras prati septem acras pasture sex acras bosci et terciam partem duarum parcium duorum molendinorum cum pertinenciis in Fromptone Cotele De quibus Matill(is) de Lucy proauia predicti Willelmi cuius heres ipse est fuit seisita in dominico suo ut de feodo die quo obiit etc Et vnde Idem Willelmus dicit quod predicta Matill(is) proauia etc fuit seisita de predictis tenementis in dominico suo ut de feodo tempore pacis tempore domini H. Regis aui domini Regis nunc Capiendo inde expletas ad valenciam etc Et inde obiit seisita etc Et de ipsa Matill(ide) descendit feodum etc. cuidam Willelmo vt filio et heredi etc. Et de ipso Willelmo descendit feodum etc cuidam Fulconi vt filio et heredi etc. Et de ipso Fulcone descendit feodum etc isti Willelmo qui nunc petit vt filio et heredi etc Et inde producit sectam etc.

Et Alanus per Rogerum de Walyngtone attornatum suum venit Et defendit Ius suum qu(ando) etc. Et bene defendit quod predicta Matill(is) proauia etc non obiit seisita de predictis tenementis in dominico suo etc sicut Idem Willelmus per breue suum supponit Et de hoc ponit se super patriam Et Willelmus similiter Ideo preceptum est vicecomiti quod venire faciat hic a die Pasche in tres septimanas xii etc per quos etc Et qui nec etc ad recognoscendum etc Quia tam etc.

91. ANON.¹I.²

Intrusion. ou atornement de rente fut trueue par verdyt.

Vn Ion porta soun bref de intrusion vers H. et demaunda certeinz tenemenz en les queus il se abati apres la mort vn C. qe ceus tenemenz tynt a terme de vye de soun lees par certeyne rente.

Toud. Vous ne poet acc(ioun) auer qe vous mesmes grauntates la reuersioun oue la rente. par queu fet et graunt W. se atorna a nous. et veiet ici le fet iugement.

Herle. Nous conussoms ben le fet; mes nous vous dioms qe W. ne satorna poynt prest etc.

Et alii econtra.

¹ Reported by G, Z.

² From G.

Notes from the Record—*continued.*

II.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 231 verso. Gloucestershire.
Written by Burnedisshe.

William of Lucy demands against Alan of Plukenet one messuage, one carucate of land, five acres of meadow, seven acres of pasture, six acres of wood, and the third part of two parts of two mills with the appurtenances in Frampton Cotterell of which Maud of Lucy great-grandmother of the said William whose heir he is was seised in her demesne as of fee on the day on which she died etc. And concerning this matter the said William says that the said Maud great-grandmother etc. was seised of the said tenements in her demesne as of fee in time of peace in the time of Lord Henry the King grandfather of our Lord the present King, taking the esplees thereof to the value etc. And she died seised thereof etc. And from that Maud the fee etc. descended to one William as son and heir etc., and from that William the fee etc. descended to one Fulk as son and heir etc. And from that Fulk the fee etc. descended to this William who now demands as son and heir etc. And as to this he produces suit etc.

And Alan comes by Roger of Walyngtone, his attorney, and defends his right when etc. And he entirely denies that the said Maud great-grandmother etc. died seised of the said tenements in her demesne etc., as the said William supposes by his writ. And as to this he puts himself upon the country. And William likewise. Therefore the Sheriff was commanded that he cause to come here in three weeks from Easter twelve etc. by whom etc. and who are neither etc. to find etc. because both etc.

91. ANON.

I.

Intrusion, where attornment for a rent was found by verdict.

One John brought his writ of intrusion against H. and demanded certain tenements into which he did abatement after the death of one C. who held these tenements for term of life by his lease for a certain rent.

Toudeby. You can have no action for you yourselves granted the reversion with the rent, and upon that deed and grant W.¹ attorned to us, and see here the deed, judgment etc.

Herle. We fully acknowledge the deed but we tell you that W. did not attorn. Ready etc.

Issue joined.

¹ W. stands for the original C.

Inquisicion dit. qe W. satorna de la rente. mes il ne fyt nule feaute.

Herle. Vous veyet coment truue est etc. et atornement de rente ne attret my aly droit de reuersion mes feaute. iugement.

Toud. Sil fut seisi de la rente il pout destr(aindre) pur la feaute. iugement.

Nota qe
attornement
de rente
saunz feaute
attret a ly
droit de
reuersion.

Berr. agarda latornement bon et qe droit de reuersion acrust par tel atornement. Et pur ceo qe vsage en pais et en curt est defere feaute. et sil vousissent auouer destresce pur la feaute *potuit de lege.* par qei dreit acrust. par reson de cel atornement.

II.¹

Intrusion.

En vn bref de Intrusion porte *racione assignacionis* le tenant dit qe la femme tenant en dowere ne sattorna a lui.

Et sur ceo pristerent issue etc.

92. MELSAMBY v. KNETONE.²

I.³

⁴Entre sur statut de Gloucestre.⁴

Maud⁵ la file Aleyn ⁶de E. porta son bref⁶ dentre⁷ vers pernele⁸ de B et⁹ dit⁹ en les queus mesme cele pernele¹⁰ nad entre si noun par Richard Cysel¹¹ a qi pernele⁸ qe fut la femme Aleyn de E.¹² ceo lessa en fee qe ceo tynt de dowement¹³ A. pere Maud.

Scrop. Pernele⁸ tient ces tenemenz de dowement Aleyn iadys son¹⁴ Baron de vostre heritage et de vostre assignement demeyne et la reuersion a vous et vous nous estes tenu ala garrantie vers vn estraunge par resoun de reuersion iugement etc.

Denoun. Nous voloms auerer qe pernel⁸ qe tint en dowere aliena en fee a Richard Oysel.¹¹ et lestat qe vous auez si est par Richard.

Scrop. Vous ne deu¹⁵estre receu encountre ceo qe vous¹⁶ dyoms¹⁵ qe nous tenoms de vostre assignement et la reuersion a vous.

Ber. Il put estre qe pernele⁸ est tote vne femme.

Denoun. Sire bien¹⁷ est verite qe ele tint en noun de dowere de

¹ From Z. ² Reported by C, E, F, G, P, T, X. ³ From P. Compared with C, T. ⁴⁻⁴ Part of the text in C. Om. T. ⁵ porte par Maud C.

⁶⁻⁶ Om. C. ⁷ Om. C, T. ⁸ Peronelle C, T. ⁹ Om. C. ¹⁰ P. C, T. ¹¹ Oisichill T. ¹² C. C; T. ¹³ Add: le dit T. ¹⁴ vostre C.

¹⁵⁻¹⁵ etc. et encountre ceo T. ¹⁶ nous C. ¹⁷ il T.

The *inquest* said that W. attorned for the rent but that he did no fealty.

Herle. You see how it is found etc., and the attornment for rent does not attract to itself the right of reversion, but (the) fealty (does). Judgment.

Toudeby. If he were seised of the rent he could distrain for the fealty. Judgment.

BEREFORD C.J. awarded the attornment good and that the right of reversion accrued by the attornment. And the right accrued by reason of that attornment because the usage in the country and in the Court is to do fealty, and if he had wanted to avow distress for the fealty, he could do so by law.

Note that attornment for rent without fealty attracts the right of reversion.

II.

Intrusion.

In a writ of intrusion *racione assignacionis* the tenant said that a woman holding in dower did not attorn to him.

And on this they joined issue.

92. MELSAMBY v. KNETONE.

I.

Entry upon the Statute of Gloucester.

Maud the daughter of Alan of Knetone brought her writ of entry against Pernell of Knetone and said, 'into which the said Pernell has no entry save by Richard Oysel to whom Pernell widow of Alan Knetone did lease it in fee, which Pernell held it by the endowment of Alan, Maud's father.'

Scrope. Pernell holds these tenements by the endowment of Alan, sometime her husband, of your inheritance and by your own assignment, and the reversion (is) to you, and you are bound to warranty to us against (any) stranger, by reason of the reversion. Judgment etc.

Denom. We are willing to aver that Pernell who held in dower alienated in fee to Richard Oysel, and the estate which you have is by Richard.

Scrope. You ought not to be received against what we say, for we hold by your assignment and the reversion (is) to you.

BEREFORD C.J. It may be that both Pernells are one and the same woman.

Denom. Sir, the truth is that she held in the name of dower of

nostre heritage. et aliena en fee a Richard Oysel.¹ rencontre ²fourme de statut et ceo voloms auerer.

Scrop. Mesme cesti Maud qe porta cesti bref enfeffa Richard³ de C.² de les ij. parties de son heritage et granta la reuersion de cest tere⁴ qore est endemande.⁵ les ques nous tenoms en noun de dowere a⁶ mesme cesti R. par my quel grante nous attornames a Richard et puis nous luy rendimes cele tere et puis Maude relessa⁷ et quitelama tut son dreit del enter et puis Maude parla si beel⁸ a Richard qil rendist a M. les ij. parties et anous cest tierce partie a tenir en la fourme com nous tenymes auaunt et la reuersion a Maude et par cele reuersion ele nous doit garr(antir) et par mesme la reson nous luy reboteroms daccion.

Herui. Taunt amounte qe pernele⁹ ne aliena pas encountre lestatute et il voet auerer son bref.

Scrop. Par my le rendre qe R. fist¹⁰ sumus en nostre primer estat. et la reuersion¹¹ a Maude.

Herui. Vous ne respondez nent ason bref.

Scrop. Qe M.¹² mesme¹³ graunta la reuersion. et par ceo graunt pernele⁹ se atturna¹⁴ prest.

Denoun. Qe pernel⁹ aliena en fee encountre fourme de statut et encountre nostre volente prest etc.¹⁵

II.¹⁶

Forme sur statut de (Gloucestre).

Malde la file Aleyn de Sunthetone porta vn bref de entre forme sur lestatut de Gloucestre vers vne Peronelle et demaunda certeynz tene-
menz en les quex ele nad entre si noun par vn Richard Oysel a qy vne
peronelle qe ceuz tenemenz tint en dower de son heritage lessa en fee etc.

Scrop. defendist et dit nous tenoms ceux tenemenz en noun de
dower del dowement vn R. nostre baron et de vostre assignement
demeyne. et le fee et le dreit demoert en vostre persone demeyne et
si nous fusoms enplede de vn estraung(er) vous nous seretz tenu a la
garr(antie) pur la reuersion qe vous demoert iugement si accioun poetz
auoir.

Herle. Nostre bref suppose qe vous entrastes par Richard Oysel
et vous dites qe vous tenez les tenemenz en noun de dower del dowe-
ment vn. R. vostre baron en tant supposez vous qe vous nestes pas entre

¹ Oischall T. ²⁻² Om. T. ³ R. C. ⁴ terce partie T. ⁵ Add:
a R. T. ⁶ de C, T. ⁷ lessa C. ⁸ bele C, T. ⁹ Peronelle C, T.

¹⁰ Add: a nous a tenir com nous feissoms auant T. ¹¹ Add: qest T. ¹² Maud
C, T. ¹³ me T. ¹⁴ Add: et puis rendist et par la volente Maude C, T.

¹⁵ Add: et sic ad patriam T. ¹⁶ From E.

our inheritance, and alienated in fee to Richard Oysel, against the form of the statute,¹ and this we are willing to aver.

Scrope. This same Maud who brought this writ enfeoffed Richard Oysel of the two parts of her inheritance, and granted to the same Richard the reversion of this third² part² which is now in demand (and) which we hold in the name of dower. By that grant we attorned to Richard, and afterwards we rendered him this land. And afterwards Maud released and quitclaimed all her right as to the whole. And afterwards Maud spoke so speciously to Richard that he rendered to Maud the two parts and to us this third part, to hold in the way in which we held before, and the reversion to Maud. And by that reversion she ought to warrant us, and by the same reason we shall rebut her action.

STANTON J. That amounts to saying that Pernell did not alienate against the statute. And he is willing to aver his writ.

Scrope. By the surrender made by Richard we have our former estate, and the reversion (is) to Maud.

STANTON J. You are not answering to his writ.

Scrope. Ready etc. that Maud herself granted the reversion and by that grant Pernell attorned.

Denom. Ready etc. that Pernell alienated in fee against the form of the statute and against our will.

II.

(Writ) formed upon the Statute of Gloucester.

Maud the daughter of Alan of Knetone brought a writ of entry formed upon the Statute of Gloucester against one Pernell, and demanded certain tenements, into which she has no entry save by one Richard Oysel to whom one Pernell who held these tenements in dower, of her inheritance, leased in fee etc.

Scrope defended and said: We hold these tenements in the name of dower, by the endowment of one Alan our husband, and by your own assignment, and the fee and the right remain in your own person, and if we were impleaded by a stranger you would be bound to us to the warranty by (reason of) the reversion which belongs to you. Judgment whether you can have an action.

Herle. Our writ supposes that you entered by Richard Oysel, and you say that you hold the tenements in the name of dower, by the endowment of one Alan your husband. In so far you suppose that you did not enter by Richard Oysel (as our writ supposes), but

¹ Stat. Glouc. c. 7.

² Supplied from *T*.

par Richard Oysel. auxi come nostre bref suppose. eynz par vostre baron. nous voloms auerer nostre bref et demaundoms iugement.

Scrop. Clamez vous rien en la reuersioun.

Herle. Pur la reuersioun qe nous fu regard(aunte) si portoms nous cesti bref pur Lalienacioun fait en fee.

Ber. Il ne plede mye a vostre bref il plede a vostre accioun et demaunde iugement depus qele tent en dower de vostre heritage et la reuersioun a vous apent. par quele reuersioun vous serretz liez a la garr(antie) si vous poetz accioun auoir qe ieo pos qele meist auant fet qe tesm(oigneit) son dit et qe la reuersioun a vous apende ne seretz vous pas chace a respondre a cel fet *q(uasi)*¹ *sic*.

Herle. Lestat qele ad ore est aultre qele nauoit en dower del dowement son baron qe ele ad chaunge son estate par qey de tel estat nous ne seroms pas lie a la garr(antie). et demaundoms iugement.

Ber. Descouerez le cas coment ad ele repris altre estat.

Herle. Ele tint de nous en noun de dower et aliena a Richard Oysel en fee et reprist altre estat de luy la quele reprise ne nous tout pas accioun qe accioun nous est solom statut ordine en le cas. iugement.

Ber. Cest vne chose qe ne fet mye a toler qe cel vous donne accioun.²

III.³

Entre ⁴ou femme tenaunt en douwer aliena en fee. et reprit estat a terme de vye.⁴

⁵Vn Geffray et Maude⁵ porterent lor bref dentre fundu etc. ⁶vers une I.⁶ qe voleit qil nauoit entre sinoun par ⁷vn Roger⁷ a qi vne I. qe fut la femme W.⁸ qe ceus tenemenz tynt en douwer dil herit(age) G.⁹ lessa en fee etc. et les queus a mesme cesti reuertir deyuent *per formam statuti de communi consilio* etc.

Scrop. Iugement du bref. qe ly faut *prouisi* en le bref. et oueque ceo si ad il def(aute) en forme et en matire. car il nad my entendement en le bref.

Denom. Asset est il entendu pur ceo ¹⁰qil ad dit¹⁰ qe les tenemenz deyuent reuertir par forme de statut etc.

¹ *Suppl.* diceret. ² The report seems unfinished and there is space left for about four lines. ³ From *G.* Compared with *F.* ⁴⁻⁴ sur statut de Gloucestre porte vers vne feme qe tient en dowere la quele auoyt alyene en fee et repris estat a terme de sa vye, ou ele fut nome en le bref par diuerse surnouns *F.* ⁵⁻⁵ Geffrey de Melsamby et Maude sa femme *F.* ⁶⁻⁶ sur statut de Gloucestre uers Iowane de Ouetone *F.* ⁷⁻⁷ R. Oysel *F.* ⁸ R. de Kentone *F.* ⁹ Maude etc. ceux tenemenz *F.* ¹⁰⁻¹⁰ qe ili ad *E.*

by your husband. We are willing to aver our writ, and we demand judgment.

Scrope. Do you claim anything in the reversion ?

Herle. For the reversion which belonged to us we bring this writ, because of the alienation made in fee.

BEREFORD C.J. He does not plead to your writ. He pleads to your action, and demands judgment whether you can have an action, since she holds in dower of your inheritance and the reversion belongs to you, and since by that reversion you would be bound to the warranty. For supposing she put forward a deed which would witness her statement and that the reversion belongs to you, would you not be driven to answer to that deed ? (He implied that they would.)

Herle. The estate which she has now is different from that which she had in dower, by the endowment of her husband, because she has changed her estate. Therefore we shall not be bound to the warranty as to such (new) estate, and we demand judgment.

BEREFORD C.J. Disclose the facts of the case. How did she take back a different estate ?

Herle. She held from us in the name of dower, and she alienated in fee to Richard Oysel, and took back from him a different estate, and that taking back does not take away from us the action, because an action in this case is given to us by the statute. Judgment.

BEREFORD C.J. That is something which could not be taken away, for it gives you an action.

III.

Entry, where a woman holding in dower alienated in fee and took back the estate for term of life.

One Geoffrey and Maud brought against one Pernell their writ of entry founded etc., which said that she had no entry save by one Roger to whom one Pernell widow of Alan, who was holding these tenements in dower, of the inheritance of Geoffrey, leased in fee etc., which (tenements) ought to revert to the said (demandants) according to the statute by the common council etc.

Scrope. Judgment of the writ, because there is lacking in the writ the word *provisi*¹; and for this reason the writ is defective in form and in substance, because there is no intelligibility in the writ.

Denom. It is intelligible enough, because he has said that the tenements ought to revert according to the statute etc.

¹ See note 1 to Version IV. below, p. 103.

Berr. Nous ne voloms pas abatre cesti bref.¹ pur ceo r(espondez) outre.

Ston. Nous tenoms ceus tenemenz en douwere dil douwement vn R.² nostre baron. et dil assignement G. et M. et la reuersion a M. apres nostre mort iugement sil pussent rendemaunder.

Herle. Tant amoute qe vous nentrates my par Roger.³ nous voloms auerer nostre bref.

Scrop. Nous pledoms a vostre accioun. qe nous dioms qe nous tenoms en douwere. etc. de vostre assignement. et la reuersion a vous. et si nous fussoms enplede dun estranger⁴ iugement.⁵

Herle. Lestat qe vous auet ore si est du lees Roger⁶ et nemy de nostre assignement prest etc.

Scrop. Clamet vous ren en la reuersion.

Herle. De ceo pernomz nostre accioun. qe la reuersion est a nous. Et pur ceo qe cele qe tynt⁷ etc.⁸ aliena en fee nous bioms rescuerir les tenemenz en demesne. et depus qe nous voloms auerer *ut supra* iugement.

Scrop. Si nous fussoms dun autre enplede⁹ nous vous vouch(eri)-oms.¹⁰ pur ceo qe nous tenoms etc.¹¹ de vostre assignement. et¹² a dire qe ¹³nemy de moun¹³ assignement. ¹⁴ceo ne seroit my r(espounce). saunz r(espoudre). si¹⁴ vous clamet ren en la reuersion.¹⁵

Herle. Ceo est mesme ceste I.¹⁶ qore est tenaunt. et aliena en fee dunt nous demaundoms iugement desicom accioun nous accrust par mesme cele alienacioun. si par nul estat. qele eyt¹⁷ repris nous pusse daccioun barrer etc.

IV.¹⁸

Entre sur statut de Gloucestre.

Geffrey de Melsauerby et Maud sa femme porterent Bref foundu sur estatut de Gloucestre vers Is(abelle) de C. supposaunt Lentre par Ros(e) a qel Is(abelle) qe fust la femme R. qe ceo tynt en dower del

¹ *Add:* par tant etc. *F.* ² Richard *F.* ³ Richard Oysel etc. *F.* ⁴ *Add:* vous nous serez tenu agarantir *F.* ⁵ *Add:* si vous pussez etc. *F.* ⁶ Richard Oysel *F.* ⁷ tient Les tenemenz *F.* ⁸ *Add:* de nostre dreit les *F.* ⁹ *Add:* et *F.* ¹⁰ vouchames *F.* ¹¹ de vous en dower *F.* ¹² ceo ne sereit my response pur vous a esturtre de la garantie *F.* ¹³⁻¹³ nous ne tenoms pas de vostre *F.* ¹⁴⁻¹⁴ saunz dire etc. lequel *F.* ¹⁵ *Add:* ou noun nient plus ne entendoms nous icy ou vous meymes estes par veye de accion *Item* si nous monstrissoms qe nous tenoms a terme de nostre vie de vostre lees etc. vous ne esturtrez pas qe vous ne dussez respondre si vous clamez ren en la reuercion ou noun nent plus de ceste part *F.* ¹⁶ Iohane *F.* ¹⁷ *Add:* pus *F.* ¹⁸ From X.

BEREFORD C.J. We will not abate this writ. Therefore answer over.

Stonore. We hold these tenements in dower by the endowment of one Alan our husband and by the assignment of Geoffrey and Maud, and the reversion (is) to Maud after our death. Judgment whether they can demand anything.

Herle. That amounts to saying that you did not enter by Pernell. We are willing to aver our writ.

Scrope. We plead to your action because we say that we hold in dower etc. by your assignment and the reversion (is) to you. And if we were impleaded by a stranger (you would have to warrant us). Judgment.

Herle. The estate which you have now is by Richard's lease and not by our assignment. Ready etc.

Scrope. Do you claim anything in the reversion?

Herle. We take our action from it, because the reversion belongs to us, and because she who held etc. alienated in fee, we want to recover the tenements in demesne. And since we are willing to aver (as above), judgment.

Scrope. If we were impleaded by another we should vouch you, because we hold etc. by your assignment, and it would be no answer (for you) to say 'not by my assignment,' without answering whether you claim anything in the reversion.

Herle. This is that same Pernell who is now tenant and (who) alienated in fee. Therefore we demand judgment, since by the said alienation an action accrued to us, whether she can bar us from (our) action by any estate which she may have taken back etc.

IV.

Entry by the Statute of Gloucester.

Geoffrey of Melsamby and Maud his wife brought a writ founded upon the Statute of Gloucester against Pernell of Knetone, supposing the entry by Richard Oysel to whom Pernell widow of Alan, who

heritage Maude qe ceo lessa en fee et ceux a mesme ceste Maude reuertir deiuent par forme de statut.

Scrop. Il ifaut *prouisi* en le Bref iugement de bref.

Non allocatur.

Scrop. Nous tenoms les tenemenz en dower du doument vn T. et del assignement Geffrey et Maud qe portent ceo bref del heritage Maude ou si nous fusoms empledez vous nous gar(rantiriez). Iugement si accioun poez auoir.

Herle. Ceo respounce est al trauers de nostre bref en lentre et nous voloms auerer nostre bref.

Et ne fust mie receu al auerement.

Herle. Lestat qe vous auez est del lees Ros(e) et nient par nostre assignement prest etc.

Scrop. Si nous tenissons a terme de vie par vostre fet vous naten-driez mie a tiel auerement. *nec hic.* ou si nous vous vouchames vous nesturtrez pas de la garauntie par tiel plee par qey respondez si vous elamez rien en la reuersion.

Herle. Destat de reuersioun pernomz cest accioun ou si nous desclamasoms nous abatroms nostre bref. Dautrepart mesme ceste Is(abelle) tynt de nous en acun temps en dower et aliena en fee et reprist estat. Iugement si par tiel reprise etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 180 recto. Yorkshire.

Written by Luding'.

Galfridus de Melsamby et Matill(is) vxor eius per Iohannem de Anlagby attornatum suum petit uersus Petronillam de Knetone quatuor Tofta quatuor bouatas et triginta et sex acras terre tres acras prati et terciam partem vnus mesuagii cum pertinenciis in Knetone et Middeltone iuxta Melsamby vt Ius et hereditatem ipsius Matill(idis), et in que eadem Petronilla non habet ingressum nisi per Ricardum Oysel cui Petronilla que fuit vxor Alani de Knetone, que illa tenuit in dotem de dono Alani de Knetone quondam

held this in dower of the inheritance of Maud, leased this in fee, and which ought to revert to the said Maud by form of the statute.

Scrope. There is wanting the *provisi*¹ in the writ. Judgment of the writ.

This was not allowed.

Scrope. We hold the tenements in dower, by the endowment of one Alan and by the assignment of Geoffrey and Maud who bring this writ, of the inheritance of Maud. And if we were impleaded you would warrant us. Judgment whether you can have an action.

Herle. This answer entirely traverses our writ, and we will aver our writ.

And he was not received to the averment.

Herle. The estate which you have is by the lease of Richard Oysel and not by our assignment. Ready etc.

Scrope. If we held for term of life by your deed, you would not get to such an averment. Neither will you in this case. Or if we did vouch you, you would not elude the warranty by such a plea. Therefore answer whether you claim anything in the reversion.

Herle. From the estate of reversion we take this action, or (else) if we disclaimed it we should abate our writ. On the other hand this same Pernell held of us, at one time, in dower, and alienated in fee, and took back the estate. Judgment whether by such a taking back etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 180 recto. Yorkshire.

Written by Luding².

Geoffrey of Melsamby² and Maud his wife, by John of Anlagbby their attorney, demand against Pernell of Knetone four tofts, four bovates, and thirty-six acres of meadow and the third part of one messuage with the appurtenances in Knetone and Middleton near Melsonby as the right and inheritance of the said Maud, into which the said Pernell has no entry save by Richard Oysel³ to whom Pernell widow of Alan of Knetone,⁴ who held them in dower by the gift of Alan Knetone sometime her husband, father

¹ He means that the formula is not complete, *per formam statuti de communi consilio provisi* (Stat. Glouc. c. 7).

² He witnessed a release at York in 1332 (*Cal. Close* 1330-33, p. 614) and arrayed archers etc. in the North Riding against the Scots in 1338 (*Cal. Pat.* 1338-40, p. 74).

³ From 1296-1306 he appears in various administrative capacities—*e.g.* as bailiff of Barton, Burstwick, Kingston, Holderness, constable of Skipton Castle,

escheator beyond and this side Trent (*Cal. Close* and *Pat. passim*).

⁴ In 1287 he acknowledged a debt of 12s. to the cook of the Bishop of Bath and Wells to be levied in default of payment on his lands and chattels in co. York (*Cal. Close* 1279-88, p. 483). According to an undated inquisition (*Cal. inq. p.m. Misc.* i. 166) he held 12 librates of land in Kneeton and Middleton, which he divided among his three sons and two daughters, but there is no mention of a daughter Maud.

Note from the Record—continued.

virī sui patris predicte Matill(idis) cuius heres ipsa est et que post dimissionem per ipsam Petronillam que fuit vxor Alani prefato Ricardo contra formam statuti de communi consilio regni Regis inde factam in feodo : ad prefatam Matill(idem) reuerti debent per formam eiusdem statuti etc.

Et Petronilla per attornatum suum venit Et defendit Ius suum qu(ando) etc Et bene concedit quod ipsa aliquando tenuit predicta tenementa in dotem de dono predicti Alani quondam viri etc de hereditate predicte Matill(idis) etc, set dicit reuera quod eadem Matill(is) Ius reuersionis eorundem tenementorum concessit predicto Ricardo, post cuius concessionem ipsa Petronilla de assensu et voluntate predicte Matill(idis) reddidit eadem tenementa ipsi Ricardo, vnde bene defendit quod ipsa non dimisit predicta tenementa ipsi Ricardo contra formam predicti statuti in feodo : prout predicti Galfridus et Matill(is) per breue suum supponunt, Immo Ius et feodum, quod idem Ricardus habuit in predictis tenementis, hoc fuit ex concessione predicte Matill(idis) supradicta, et non per aliquam dimissionem ipsius Petronille inde factam in feodo : alio modo preter huiusmodi reddicionem, vt predictum est. Et de hoc ponit se super patriam.

Et Galfridus et Matill(is) similiter.

Ideo preceptum est vicecomiti quod venire faciat hic in crastino Purificacionis beate Marie xii etc per quos etc Et qui nec etc Quia tam etc.

93. BERKLEYE *v.* IWEYN.¹

Entre.²

Thom(as) de Berkleye porta son bref dentre uers Nich(olas) ³Iweyn et Amise³ sa femme etc.⁴ N.⁵ fit defaute ⁶apres defaute etc. Amise vint auant iugement r(end)u et pria destre r(ece)u etc. E⁶ fut r(ece)u. et mist auant vne quiteclam(ance) ⁷et dit qe T. ne pount action auer. en la quele furent nomez⁷ testm(oignes)⁸ de vii cont(ees) etc. et T. dedit le fet ⁹par qei etc. suist⁹ tant qe les testm(oignes) ensemble(ment) ouesqe autres vindrent a ¹⁰lendemein des almes¹⁰ a quel iour. amise¹¹ fit def(aute) ¹²etc.

Ber. Par qei agarde la court qe T. recouere.¹²

94. ANON.¹³

En vn cessauit lenqueste dit qe le tenant auoit cesse¹⁴ .ij. aunz.

Scrope ¹⁵a sire *W. de Berr.*¹⁵ Le tenant ad cesse par .xxx. aunz et

¹ From *R.* Compared with *P.* ² *Add* : Prier estre receu *P.* ³⁻³ *I.* et *A. P.* ⁴ *Om. P.* ⁵ *I. P.* ⁶⁻⁶ etc. et la femme *P.* ⁷⁻⁷ dount les *P.* ⁸ *Add* : furent *P.* ⁹⁻⁹ et siwit *P.* ¹⁰⁻¹⁰ certain iour *P.* ¹¹ *A. P.* ¹²⁻¹² par qei *T.* recovery seisine etc. *P.* ¹³ From *C.* Compared with *T.* ¹⁴ *Add* : par *T.* ¹⁵⁻¹⁵ *Ader* cancelled and *A Ber* follows *T.*

Note from the Record—*continued*.

of the said Maud whose heir she is, (leased them); and which after the lease thereof made in fee by the said Pernell widow of Alan to the said Richard, against the form of the statute by the common council of the King's realm,¹ ought to revert to the said Maud by the form of the said statute etc.

And Pernell comes by her attorney, and defends her right when etc., and she fully admits that at one time she held the said tenements in dower by the gift of the said Alan sometime husband etc., of the inheritance of the said Maud etc., but she says indeed that the said Maud granted the right of the reversion of the said tenements to the said Richard, and after (Maud's) grant she the said Pernell with the consent and will of the said Maud rendered the said tenements to the said Richard, wherefore she entirely denies that she leased the said tenements in fee to the said Richard against the form of the said statute, as the said Geoffrey and Maud suppose by their writ, but the right and fee which the said Richard had in the said tenements was by the said grant of the said Maud, and not by any lease of the said Pernell thereof made in fee in any other way than by the said rendering, as was said before. And as to this she puts herself upon the country.

And Geoffrey and Maud likewise.

Therefore the Sheriff was commanded that he cause to come here on the Morrow of Purification of Blessed Mary twelve etc. by whom etc. and who are neither etc. because both etc.

93. BERKLEYE *v.* IWEYN.

Entry.

Thomas of Berkleye brought his writ of entry against Nicolas Iweyn and Amice his wife etc. Nicolas made default after default etc. Amice came before judgment given and prayed to be received etc. And she was received, and put forward a quitclaim, and said that Thomas could not have an action. In the quitclaim were named witnesses from seven counties etc. And Thomas denied the deed. Therefore etc. sued until the witnesses, together with others, came on the Morrow of All Souls. On that day Amice made default etc.

BEREFORD C.J. Therefore the Court awards that Thomas recover.

94. ANON.

In a *cessavit* the inquest said that the tenant had ceased (the services²) (for) two years.

Scrope to SIR W. OF BEREFORD C.J. The tenant has ceased (the

¹ It will be noticed that the Record omits *provisi* just as did the writ.

² Cp. *Year Book*, 1 & 2 Edw. II., S.-S., 118.

prioms qe lenqueste seit charge de ceo pur lez arerages qe autrement nous naueroms iammes lez¹ arrerages.

Berr. charge lenqueste ²autre foiz de cum bien de tens le tenaunt auoit cesse² qe dit .xx.³ aunz.

Et de tut le⁴ tens fut il charge dez arerages et si fut⁵ le⁴ cesser auant statut⁶ qe garr(anti) le bref ⁷de *cessauit*.⁷

95. BOLE v. EYLESWORTHE.⁸I.⁹

Forme de doun ou pur la defaute de vne femme tenante, vynt le fiz et dit qeles tenemenz furent donez a sun pere et ala femme et a ly et a ces heirs et pria de estre receu. et ne fut pas pur ceo qil fut tenant du franc tenement.

Vn A porta son bref de fourme de doun vers Isoude qe fust la femme Symund de Glouc(estre) et Willem le fiz Simund ou il trauerserent sa accioun et descenderent en enqueste et pus firent defaute par quei le pety *Cape* issit. al iour qil fut retorne il viendrent et misterent auant quiteclamance du temps plus tardife ou la partie dedit le fet. par quei il descendi en enqueste. pus firent defaute par quei le petit *Cape* issit.

Simund le fitz vint auant iugement rendu et pria estre receu etc. et dit qe vn R. dona ceuz tenemenz a S. de Glouc(estre) et a I. sa femme et a Simund son filz et a les heirs S. e desicum ele nad qe franc tenement et nous venoms auant iugement etc. et prioms estre receu.

Pass. Si vous fussez receu par cele charte en quele vous estes ioint et vous nent nome en le bref si abat(er)ez nostre bref ou vous supposez par vostre prier eux soul tenants du franc tenement. *Item* statut voet ou tenant a terme de vie fet defaute celi a qi le fee et le droit tansoulement est sera receu etc. mes ore par vostre charte vous estes seisi du franc tenement iugement.

Wallyngford. Cele qe ad fait defaute apres defaute nad qe franc tenement et le fee et le droit demurt en nostre persone iugement etc.

Ingg(e). Par quel proces fust le petit *cape* returne.

¹ nos *T.*²⁻² etc. iterum de quo tempore cessauit *T.*³ xxx *T.*⁴ ceo *T.*⁵ est *T.*⁶ lestatut *T.*⁷⁻⁷ etc. *T.*⁸ Reported by *C*, *F* (twice),*G*, *M*, *T*, *X*.⁹ From *F* (second version).

services) for thirty years, and we pray that the inquest be charged as to this for the arrears, because otherwise we shall never have the arrears.

BEREFORD C.J. charged the inquest once more (as to) how long a time the tenant had ceased, and they said twenty years.

And for all that time he was charged with the arrears, and the cessation¹ was before the statute² which is a warrant for the writ of *cessavit*.

95. BOLE v. EYLESWORTHE.

I.

Formedon where because of the default of a woman who was tenant, the son came and said that the tenements had been given to his father and to the wife and to him and to his heirs, and he prayed to be received, and he was not (received) because he was tenant of the freehold.

One Henry brought his writ of formedon against Isoude wife that was of Simon of Eylesworthe and (against William) the son of Simon ; they traversed his action and put themselves upon an inquest, and then made default, wherefore the petty *cape* issued. On the day when it was returned they came and put forward a quitclaim of later time, and the party denied the deed, wherefore he put himself upon the inquest. Afterwards they made default wherefore the petty *cape* issued.

Simon, the son, came before judgment was given and prayed to be received etc., and said that one Robert gave these tenements to Simon of Eylesworthe and to Isoude his wife, and to Simon his son and to the heirs of Simon, and since she has only freehold and we have come before judgment etc., we³ pray to be received.

Passeley. If you were received by virtue of this charter in which you are joined (with them), you would abate our writ since you are not named in the writ and you suppose by your prayer that they alone are tenants of the freehold. Likewise the statute⁴ says that where a tenant for term of life makes default he only to whom the fee and the right belong will be received etc., but now according to your charter you are seised of the freehold. Judgment.

Wallingford. She who has made default after default has only freehold, and the fee and the right remain in our person. Judgment etc.

(*Ingham*.) By what process was the petty *cape* returned ?

¹ Cp. *Year Book*, 1 & 2 Edw. II., S.-S., i. 150.

² Stat. Westm. II. c. 21.

³ The text has, 'and we.'

⁴ Stat. Westm. II. cap. 7.

Denum. A ceo ne deuoms respondre. par quei nous venoms auant iugement rendu.

Ingham. Ceo est a la curt a vere qe si la femme fist defaute apres ceo qe les partiez furent descenduz en enqueste sur la quiteclamance qe la dust seisine de terre auer este agarde sanz auer le petit *Cape* par quei donez iour de fere venir les proces.

Migg. Il ne sera mie receu car il est tenant du franc tenement et si seisine de terre fust agarde il nest mie partie il vsereit bien lassise par quei vous ne poez alegger nul meschef.

Par quei la primer defaute fust ioint a la seconde et seisine agarde par *Berr.* et ses compaignons.

II.¹

Nota dun bon proces.

Nota qe defaute fet apres apparaunce ou le petit *Cape* est issu put estre sauue par quitecl(amaunce) fet pus la defaute.

Vn Symund. M. sa femme et Symund le fitz Symund purchacerent certainz tenemenz a euz treis ioiutement. et a les heirs Symund. et Symund. pus Symund morust. M. et E. le fiz suruesquerint. pus apres vn Henri Bola porta soun bref de formedoun deuers M. sole de mesme les tenemenz. Et plederent al enqueste. le ior dil enqueste returne. M. fit defaute par quei le petit cape issit. le ior dil petit Cape returne. M. vynt encurt et la ou H. Bola prist a la defaute. ele dit qe pus la defaute fete. il auoit rel(ese) et quitecl(ame). et mist auant la quit(eclamaunce) par quei Henri dedit la quit(eclamance). par quei se ioiunt lenqueste sur la quit(eclamaunce). le iour dil enqueste returne Marg. fit autrefoye defaute. par quei le petit cape issit. H. pria seisine de terre. suruynt lauandit Symund et dit qe S. soun pere. et M. sa femme et mesme cesti Symund fiz lauandit S. purchacerent les tenemenz ioiutement *vt supra*. Et symund dyt qe S. le pere est mort. et issint nad M. qe fraunctenement. et le fee et le dreit demurt en sa persone. et prie estre receu a defendre soun dreit.

Mes pur ceo qe ly auoyt errur en le proces entaunt cum le petit Cape fut issu apres la defaute fete apres lenqueste ioiunt sur la quit(eclamance). Car la dust seisine de tere auer este (a)garde par la defaute apres defaute. par quei les iustices retournerent a cele defaute. et agarderent seisine de tere.

¹ From G.

Denom. We need not answer to that, since we came before judgment given.

(Ingham.) It is for the Court to see that, because if the woman made default after the parties had put themselves upon an inquest as to the quitclaim, the seisin of the land should have been awarded without having the petty *cape*. Therefore give a day to cause the process to come.

Miggeley. He shall not be received for he is tenant of the freehold and if seisin of the land were awarded, (since) he is not a party he could quite well use the assize. Therefore you can allege no hardship.

Therefore the first default was added to the second and seisin was awarded by BEREฟอร์ด C.J. and his companions.

II.

Note of a good process.

Note that a default made after appearance where the petty *cape* issued can be saved by a quitclaim made after the default.

One Simon, Isoude his wife, and Simon the son of Simon, purchased certain tenements to the three of them jointly and to the heirs of Simon and Simon, afterwards Simon died, Isoude and Simon the son survived. Afterwards one Henry le Bole brought his writ of formedon against Isoude alone for the same tenements. And they pleaded to the inquest, (and) on the day when the inquest was returned Isoude made default wherefore the petty *cape* issued. On the day when the petty *cape* was returned Isoude came into Court and while Henry le Bole betook himself to the default, she said that after she had made default he had released and quitclaimed, and she put forward the quitclaim. Thereupon Henry denied the quitclaim. Therefore an inquest was joined as to the quitclaim. On the day when the inquest was returned Isoude again made default, wherefore the petty *cape* issued. Henry prayed seisin of the land. There intervened the aforesaid Simon and said that Simon his father and Isoude (the father's) wife and he the said Simon son of the aforesaid Simon had purchased the tenements jointly (as above). And Simon said that Simon the father is dead, and thus Isoude has only freehold, and the fee and the right remain in his person, and he prays to be received to defend his right.

But because there was an error in the process, in so far as the petty *cape* had issued after default had been made after the inquest had been joined as to the quitclaim (for seisin of the land should then have been awarded by the default after default), therefore the JUSTICES returned to that default, and awarded the seisin of the land.

III.¹

²Entre ou le tenant fit. iii: feez defaute apres aparance par quei les Iustices agarderent seisine de terre pur les .ii. primeres defautes *non obstante* qe vn vient auant iugement etc. et pria de estre receu etc.²

Vn bref dentre feut porte vers vn homme qe fit defaute apres apparance par quei le petit *Cape* issit retornable au certain iour. au quel iour il fit autrefoitz defaute³ suruint vn Richard et dit qil nauoit forsque terme de vie et la reuercion a ly etc. et pria etc.

Scrop. Coment a terme de vie.

Den. Les tenements furent donez a ly qe ore fait defaute et a Richard et a les heirs Richard issint nad il qe frauntenement.

Scrop. De puis qe vous auez conu qe lautre et Richard sont iointz etc. issint qe si Richard soit ouste par cel iugement il peut recouerir par assise.⁴

*Hengham.*⁵ Le process ne vaut rien qe au drein iour qant le petit *Cape* feut agarde la Court deut auer agarde seisine de terre qar defaute fait apres le petit *Cape* returne si est defaute apres defaute. ⁶E sachez qe ij. foitz le petit *Cape* feut agarde immediat(e) en ceo plee.⁶

Scrop. Depuis qe vous estes seisi du frauntenement nous nentendoms pas qe ceo soit en cas de statut par quei nous prioms seisine de terre.

Heruy. Pur ceo qe le tenant fit defaute et⁷ la Court par negligence etc. nous returnoms a cel defaute qe feut a cel temps faite et ag(ardoms) seisine de terre *non obstante* etc.

IV.⁸

Defaute.

Al petit *Cape* retourne et seruy le tenaunt fist defaute par negligence issit autre petit *Cape* retornable etc.

A quel iour le tenaunt fist defaute suruynt vn Richard et dist qe le tenaunt nout qe terme de vye le fee et le droit demorant en sa persone et pria destre receu et fust chace a dire coment et dist qe le qe le (*sic*) tenaunt et ly purp(aserent—*sic*) ioyntement a eux e as heirs Richard.

¹ From *M.* Compared with *F* (first version). Headnote from *F.* ²⁻² The headnote in *M* is: Entre sur disseisine ou . . . ioint feffe . . . defaute lautre . . . estre receu etc le . . . il ne feut . . . nome en bref. ³ *Add*: par quei le Petit *Cape* issit retornable a la qinzeyne de seint Michel a quel ior il fist defaute ou *F.* ⁴ *Add*: etc iugement etc. *Denum.* depus qe vous ne poez dedire qe le dreit nest nostre etc. et nous sumes venuz auant iugement rendu. iugement etc. *F.* ⁵ *Ingg' F.* ⁶⁻⁶ *Om.F.* ⁷ apres aparance et puis fist autre foiz defaute par quei *F.* ⁸ From *X.*

III.

Entry, where the tenant made three times default after appearance, wherefore the JUSTICES awarded seisin of the land because of the first two defaults, notwithstanding that one came before judgment etc. and prayed to be received etc.

A writ of entry was brought against a man who made default after appearance, wherefore the petty *cape* issued, returnable on a certain day. On that day he once more made default ; there intervened one Simon and said that he had only (a) term of life and the reversion to himself etc. and he prayed etc.

Scrope. How for term of life ?

Denom. The tenements were given to him who now makes default, and to Simon and to Simon's heirs. Thus he has but freehold.

Scrope. Since you have acknowledged that the other and Simon are joint (tenants) etc. it follows that if Simon be ousted by this¹ judgment he can recover by assize.

Hengham. The process is invalid for on the last day when the petty *cape* was awarded, the Court ought to have awarded seisin of the land, for default made after the petty *cape* returned is default after default. And know that in this plea the petty *cape* was awarded twice (in) immediate (succession).

Scrope. Since you are seised of the freehold, we do not think that this is in the case of the statute.² Therefore we pray seisin of the land.

STANTON J. Whereas the tenant made default, and the Court by negligence etc., we return to that default which was made at that time, and we award seisin of the land, notwithstanding etc.

IV.

Default.

(After) the petty *cape* returned and served, the tenant made default. By negligence there issued another petty *cape* returnable etc.

On that day the tenant made default. There intervened one Simon and said that the tenant had but term of life, the fee and the right remaining in his person, and prayed to be received. And he was driven to say how, and he said that the tenant and himself had purchased jointly to themselves and to Simon's heirs.

¹ I.e. the judgment in the present case.

² Stat. Westm. II. cap. 7.

Scrop. Vous auez conu que vous estes seisi del fraunk tenement par quey etc.

Herui. Cest la terce defaute par quey nous retournoms a la seconde et ag(ardoms) seisine.

V.¹

Al² iour del petit Cape retourne le tenant mist auant quitel(amance) que fut dedite auoient iour etc.

A quel iour le tenant fist autrefois defaute par quoi vn autre Cape fust agarde returnable a ore.

³Et ore³ vient vn Richard et dit que ce⁴ tenant nad que fraunctenement a terme de vie de son lees et le fee etc.⁵ et prie eyde⁶ etc.

*Herle.*⁷ Le tenant fist defaute par qei le petit Cape etc.⁸ a quel iour il mist auant vne quit(clamance) etc. a sauer cele defaute que fut dedite et pus fit defaute par qei vn autre petit Cape ³fust agarde.³ returnable ore. ou seisine ³de terre³ dust auoir este agarde ³a ceo iour³ et a ceo iour vous dussetz auoir venu a defendre etc. et ceo ne feistes pas par qei ore ne deuetz estre receu.

Et agarda seisine de terre al demaundaunt etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 235 recto. Worcestershire.
Written by Luding'.

Henricus le Bole de Euesham et Matill(is) vxor eius alias in Curia hic, scilicet in Crastino sancti Iohannis Baptiste, anno regni domini E. Regis nunc secundo, petierunt versus Isoldam que fuit vxor Simonis de Eylesworthe, et Willelmum filium eiusdem Simonis. vnum mesuagium cum pertinenciis in Euesham, quod Robertus Foske de Euesham dedit Nicholao filio Nicholai de (B)achesore in liberum maritagium cum Cristiana filia eiusdem Roberti. Et quod post mortem predictorum Nicholai et Cristiane : prefate Matill(idi) filie et heredi predictorum Nicholai et Cristiane descendere debet per formam donacionis predictae etc.

Et predicti Isolda et Willelmus venerunt et dixerunt, quod predicti Henricus et Matill(is) nichil iuris clamare potuerunt in predicto mesuagio, per aliquam formam donacionis etc. Dixerunt enim, quod predictus Robertus non dedit predictum mesuagium predictis Nicholao et Cristiane in liberum maritagium. Immo in feodum simplici (sic) etc. super quo partes predictae posuerunt se in iuratam patrie etc.

¹ From *T.* Compared with *C.* ² Nota al *C.* ³⁻³ *Om.* *C.* ⁴ le *C.*
⁵ et le droit en sa persone *C.* ⁶ destre receu *C.* ⁷ *Heruy C.* ⁸ issit *C.*

Scrope. You have confessed that you are seised of the freehold, wherefore etc.

STANTON J. This is the third default, therefore we return to the second and award seisin.

V.

On the day when the petty *cape* was returned the tenant put forward a quitclaim, which was denied. They had a day etc.

On that day the tenant once more made default, wherefore another *cape* was awarded, returnable now.

And now comes one Simon and says that this tenant has only freehold for term of life by his lease, and the fee etc. And he prays¹ to be received¹ etc.

¹STANTON J.¹ The tenant made default, wherefore the petty *cape* etc. On that day she put forward a quitclaim etc. to save that default, and the quitclaim was denied, and afterwards she made default, wherefore another petty *cape* was awarded, returnable now, whereas seisin of land should have been awarded on that day and (it was) on that day (that) you should have come to defend etc. And you did not do that. Therefore now you ought not to be received.

And he awarded the seisin of the land to the demandant etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 235 recto. Worcestershire.
Written by Luding'.

Henry le Bole of Evesham and Maud his wife before now, to wit on (June 25, 1309) the Morrow of St. John the Baptist, in the second year of the reign of Lord Edward the present King, demanded in this Court against Isoude widow of Simon of Eylesworthe, and against William the son of the said Simon, one messuage with the appurtenances in Evesham, which Robert Foske of Evesham gave to Nicolas the son of Nicolas of (B)achesore in frank marriage with Christian, daughter of the same Robert, and which after the death of the said Nicolas and Christian ought to descend by the form of the aforesaid gift etc., to the aforesaid Maud, daughter and heir of the said Nicolas and Christian.

And the said Isoude and William came and said that the said Henry and Maud could claim no right in the said messuage, by any form of gift etc., for they said that the said Robert did not give the said messuage to the said Nicolas and Christian in frank marriage, but in fee simple etc. And upon that the said parties put themselves upon a jury of the country etc.

¹⁻¹ Supplied from C.

Note from the Record—continued.

Et continuato hinc inde processu inter partes predictas, vsque a die Pasche in vnum mensem, anno regni domini Regis nunc tercio, venerunt predicti Henricus et Matill(is), Et optulerunt se .iiij. die uersus predictos Isoldam et Willelmum de predicto placito. Et ipsi non venerunt. per quod Consideratum fuit in eadem Curia, quod predictum mesuagium cum pertinenciis caperetur in manum domini Regis. Et quod predicti Isolda et Willelmus summonerentur quod essent hic, a die sancti Michaelis in tres septimanas, extunc proximo sequentes, audituri inde iudicium suum etc.

Ad quem diem venerunt, tam predicti Henricus le Bole et Matill(is) vxor eius, quam predicti Isolda et Willelmus etc. Et iidem Isolda et Willelmus dixerunt, quod predicti Henricus et Matill(is) remiserunt, et quietum clamauerunt predictis Isolde et Willelmo, totum ius et clam(ium), quod habuerunt in predicto mesuagio, per scriptum suum, quod protulerunt et quod hoc testatur etc.

Ad quod predicti Henricus et Matill(is) dixerunt, quod per scriptum illud excludi non debuerunt etc. eo quod scriptum illud non est factum suum. Et hinc inde partes predictae posuerunt se in iuratam patrie, et super testes nominatos etc.

Ita, quod continuato hinc inde processu inter partes etc. vsque in Octabis sancti Martini. anno regni domini Regis nunc quinto. venerunt predicti Henricus et Matild(a). Et predicti Isolda et Willelmus fecerunt defaltam, per quod preceptum fuit vicecomiti, quod caperet predictum mesuagium in manum domini Regis. Et quod summoneret eos, quod essent hic, in Octabis sancti Hillarii extunc proximo sequent(ibus), audituri inde iudicium suum etc.

Et sic, continuato processu, vsque in Octabis sancte Trinitatis proximo preter(itis): tunc preceptum fuit vicecomiti, sicut pluries, quod caperet predictum mesuagium in manum domini Regis etc. Et quod summoneret eos, quod essent hic, ad hunc diem, scilicet in Crastino animarum, audituri inde iudicium etc.

Et modo ven(iunt) predicti Henricus et Matill(is). Et predicti Isolda et Willelmus non ven(iunt). Et vicecomes testatur, quod terra capta est etc. Et quod sum(monuit) etc.

Ideo consideratum est quod predicti Henricus et Matill(is) recuperent inde seisinam suam versus eos per defaltam etc. Et Isolda et Willelmus in misericordia.

96. ANON.¹

I.

Forme de Doun.²

Vn hom porta vn bref de forme de doun vers vn altre.

Scrop. Nous vouchoms a garrantie par eyde de ceste Court vn

¹ Reported by *E* (twice).

² From *E* (second version).

Note from the Record—continued.

And the process in this matter being continued hence until (April 30) one month from Easter, in the third year of the reign of our present Lord the King, the said Henry and Maud came and presented themselves on the fourth day against the said Isoude and William in the said plea. And the latter did not come, wherefore it was considered in the said Court that the said messuage with the appurtenances be taken into the hand of our Lord the King, and that the said Isoude and William be summoned to be here (on October 20, 1309) in three weeks from Michaelmas then next following, to hear their judgment in the matter etc.

And on that day there came as well the said Henry le Bole and Maud his wife, as the said Isoude and William etc. And the said Isoude and William said that the said Henry and Maud had released and quitclaimed to the said Isoude and William the whole right and claim which they had in the said messuage, by their writing which they proffered and which witnesses this etc.

To that the said Henry and Maud said that by that writing they ought not to be excluded etc., because that writing is not their deed. And as to that the said parties put themselves upon a jury of the country, and upon the witnesses named (in the writing) etc.

So that, the process in the matter being hence continued between the parties etc. until (November 18, 1311) the octaves of Martinmas in the fifth year of the reign of our Lord the present King, the said Henry and Maud came, and the said Isoude and William made default, wherefore the Sheriff was commanded to take the said messuage into the hand of our Lord the King, and to summon them to be here on (January 26, 1312) the octaves of St. Hilary then next following, to hear their judgment in this matter etc.

And thus, the process being continued until (May 28, 1312) the octaves of Holy Trinity next past, the Sheriff was then commanded, *sicut pluries*, to take the said messuage into the hand of our Lord the King etc., and to summon them to be here at this day, to wit, on the Morrow of All Souls, to hear (their) judgment etc.

And now come the said Henry and Maud, and the said Isoude and William have not come, and the Sheriff testifies that the land is taken etc., and that he summoned etc.

Therefore it was considered that the said Henry and Maud recover their seisin thereof against them, by default etc. And Isoude and William in mercy.¹

96. ANON.

I.

Formedon.

A man brought a writ of formedon against another.

Scrope. We vouch to warranty, by aid of this Court, one A. son

¹ It should be noted that the Record does not mention any mistake.

A. fuitz et heir vn B. qe sera somone etc. et est deynz age et prioms qe la parole demoerge tanqe a son age.

Lauf. Par qey le vouche vous si vous auetz nul fet mustrez le.

Scrop. Ceo nest mye a mustrer a vous qe cest plee de terre et nemye plee de dower.

Lauf. Vous vouchez vn enfaunt deynz age en quel cas il couent qe vous mustrez especialte et vous ne le fet pas iugement.

Heruy. Sauetz rien plus dire countre cel voucher.

Lauf. Sire nanil. mes il nous semble qe la ou hom vouche enfaunt deynz age qe le voucher pecche sil ne mustre especialte.

Heruy. Vous ne volez altre chose dire et pur ceo demoretz.

II.¹

Nota.

Nota qen plee de tere homme poet voucher enfaunt deynz age saunz especialte mustrer a la Court. mes nemye en plee de dower qe la couent mustrer especialte a la Court.

97. WINCHESTER AND OTHERS *v.* GOLDYNGTONE.²

Forme de doun et libero maritagio.

Precipe³ Willelmo ⁴de Goldingtone⁴ et Mariorie⁵ vxori eius⁶ etc. x marcas redditus cum pertinenciis quas Robertus de C.⁷ dedit Waltero de B. in liberum maritagium cum A⁸ etc. ⁹et que post mortem Walteri et A et Aign(etis) fil(ie) predictorum Willelmi et A. predicto Iohanni et Is(abelle) fil(ie) predictorum Walteri et A.⁹ et Thome fil(io) ¹⁰predicte Agnetis consanguinee¹⁰ predictorum ¹¹Walteri et A.¹¹ descendere debent¹² per formam ¹³donacionis predictae.¹³

Et fust barre ¹⁴per finem¹⁴ q(uia) ante statutum.¹⁵

¹ From *E* (first version). ² From *T*. Compared with *C*. Headnote from *C*. No headnote in *T*. ³ Nota de vne forme de doun. Precipe *C*.

⁴⁻⁴ Goldestone *C*. ⁵ Margerie *C*. ⁶ Add: quod *C*. ⁷ E. *C*. ⁸ D. *C*.

⁹⁻⁹ Om. *C*. ¹⁰⁻¹⁰ predicti A. consanguineo et heredi *C*. ¹¹⁻¹¹ W. et D. *C*.

¹² Om. *C*. ¹³⁻¹³ etc. ut dicitur etc. *C*. ¹⁴⁻¹⁴ par fyn *C*. ¹⁵ Add: leuatus *C*.

and heir of B., who will be summoned etc., and is within age. And we pray that the hearing abide until his age.

Laufare. By what do you vouch him? If you have any deed, show it.

Scrope. That need not be shown to you, for this is a plea of land and not of dower.

Laufare. You vouch an infant within age and in a case like that you must show specialty and you do not do it. Judgment.

STANTON J. Have you anything more to say against this voucher?

Laufare. No,¹ sir. But it seems to us that where one vouches an infant within age the voucher fails if he does not show specialty.

STANTON J. You do not want to say anything else, and therefore demur.

II.

Note.

Note that in a plea of land one can vouch an infant within age without showing specialty to the Court, but not so in a plea of dower, for there it is necessary to show specialty to the Court.

97. WINCHESTER AND OTHERS *v.* GOLDYNGTONE.

Formedon and frank marriage.

'Command William of Goldington and Margaret his wife etc. ten marks of rent with the appurtenances which Richard of Herlawe gave to Baldwin of Whitsand in frank marriage with Katherine etc., and which after the death of Baldwin and Katherine and of Agnes, daughter of the said Baldwin and Katherine, ought by the form of the aforesaid gift to descend to the said Elizabeth and Lucy, daughter of the said Baldwin and Katherine and to John son of the said Agnes, cousin of the said Baldwin and Katherine.'

And (the action) was barred by a fine because (the latter had been) levied² before the statute.³

¹ *Or*: not at all.

² Supplied from *C*.

³ Stat. Westm. II. cap. 1.

Notes from the Record.

I.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 181 verso. Hertfordshire.
Written by Burnedisshe.

Iohannes de Wyntonia et Lucia vxor eius Taliferus de Wyntonia et Elizabeth' vxor eius et Iohannes Gerinde per Adam de Brom attornatum suum petunt uersus Willelmum de Goldyngtone et Margaretam vxorem eius nouem Marcatas redditus cum pertinenciis in Quenhawe quas Ricardus de Herlawe dedit Baldewino de Whitsand in liberum Maritagium cum Katerina filia eiusdem Ricardi et que post mortem predictorum Baldewini et Katerine et Agnetis de Gerund filie eorundem Baldewini et Katerine prefatis Lucie et Elizabeth(e) filiabus predictorum Baldewini et Katerine et Iohanni filio predictae Agnetis consanguineo et heredibus eorundem Baldewini et Katerine descendere debent per formam donacionis predictae etc Et vnde iidem Iohannes et alii dicunt quod predictus Ricardus dedit predictum redditum predicto Baldewino in liberum Maritagium cum Katerina filia eiusdem Ricardi per quod donum iidem Baldewinus et Katerina fuerunt seisiti in dominico suo vt de feodo et iure secundum formam etc tempore pacis tempore domini Edwardi Regis patris domini Regis nunc Capiendo inde expletas ad valenciam etc Et que etc Et inde producunt sectam etc.

Et Willelmus et Margareta per Ricardum de snyterle attornatum ipsius Margarete veniunt Et defendunt Ius suum qu(ando) etc. Et quo ad quadraginta solidatas redditus de predicto redditu dicunt quod predicti Iohannes et alii nichil Iuris clamare possunt in eisdem quia dicunt quod predicta Katerina superuixit predictum quondam Baldewinum virum suum et nupsit se cuidam Ranulpo (*sic*) de Arderne Et dicunt quod ante statutum de huiusmodi donis condicionalibus editum scilicet in Crastino Animarum anno Regni Edwardi patris domini Regis nunc duodecimo in Curia ipsius Regis patris etc coram Thoma de Weyland et sociis suis Iusticiariis eiusdem Regis hic leuauit quidam finis inter Iohannem de Louetot querentem et predictum (*sic*) Ranulphum et Katerinam vxorem eius impediens de predictis quadraginta solidatis redditus cum pertinenciis per quem finem predicti Ranulphus et Katerina recognouerunt

Notes from the Record.

I.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 181 verso. Hertfordshire.
Written by Burnedisshe.

John of Winchester and Lucy his wife, Taliferus. of Winchester and Elizabeth his wife, and John Gerinde,¹ by Adam of Brom, their attorney, demand against William of Goldyngtone² and Margaret his wife nine marks of rent with the appurtenances in Queen Hoo which Richard of Herlawe gave to Baldwin of Whitsand in free marriage with Katherine, daughter of the same Richard, and which after the death of the said Baldwin and Katherine and Agnes of Gerund,³ daughter of the said Baldwin and Katherine ought by the form of the aforesaid gift etc. to descend to the said Lucy and Elizabeth, daughters of the said Baldwin and Katherine, and to John, son of the said Agnes, (their) cousin, heirs of the same Baldwin and Katherine. And concerning this matter the said John and the others say that the said Richard gave the said rent to the said Baldwin in frank marriage with Katherine daughter of the said Richard, and by that gift the said Baldwin and Katherine were seised in their demesne as of fee and right according to the form etc., in time of peace in the time of Lord Edward the King, father of our Lord the present King, taking thereof the esplees to the value etc. And which etc. And as to this they produce suit etc.

And William and Margaret come by Richard of Snyterle, attorney of the said Margaret, and defend their right when etc. And as to forty shillings of rent, (part) of the said rent (of nine marks), they say that the said John and the others cannot claim any right in them, for they say that the said Katherine survived the said Baldwin, sometime her husband, and married one Ralph of Arderne,⁴ and they say that before the statute issued as to conditional gifts of this kind,⁵ to wit, on (November 3, 1284) the Morrow of All Souls, in the twelfth year of the reign of Edward, father of our Lord the present King, in the Court of the said King the father etc., before Thomas of Weyland and his companions, Justices of the said King here, a fine was levied between John of Louetot, complainant, and the said Ralph and Katherine his wife, impedients, as to the said forty shillings of rent with the appurtenances, by which fine the said Ralph and Katherine made conusance that that rent

¹ In 1308 a fine of £40 was paid to the King for the grant of the wainage of John son and heir of Hugh de Gerunde, deceased, tenant-in-chief (*Cal. Pat.* 1307-13, p. 85). He died before 1328, leaving his daughters as heiresses (*ibid.* 1327-30, p. 230).

² It is impossible to say whether he should be identified with the William of Goldington of Case 66, *Year Book*, xiii., S.-S., 227. There his wives, Maud and Joan, are mentioned (see note). In 1327, in connexion with the manor of Welle, co. Herts, reference

was made to a fine of 3 Edw. II. in which William of Goldington and Margaret his wife appear (*Cal. Pat.* 1327-30, p. 129).

³ Wife of Hugh de Gerunde, tenant-in-chief. In 1306 she received licence to marry whomsoever she would of the King's allegiance (*Cal. Pat.* 1301-7, p. 482).

⁴ In 1299 and 1300 he was nominated attorney of Elias de Albiniaco (*Cal. Pat.* 1292-1301, pp. 441, 537).

⁵ Stat. Westm. II. cap. 1.

Notes from the Record—continued.

redditum illum cum pertinenciis esse ius ipsius Iohannis vt illum quem Idem Iohannes habuit de dono predictorum Ranulphi et Katherine habendum et tenendum eidem Iohanni et heredibus suis de predictis Ranulpho et Katherine et heredibus ipsius Katherine imperpetuum Et profert (*sic*) hic partem predicti finis que hoc testatur vnde petunt iudicium etc.

Et Iohannes et alii non possunt hoc dedicere.

Ideo quo ad hoc consideratum est quod predicti Iohannes et alii nichil capiant per breue suum set sint in misericordia pro falso clam(io) etc.

Et quo ad residuum predicti redditus dicunt quod predicti Iohannes et alii nichil clamare possunt in eodem redditu residuo per aliquam formam donacionis quam asserunt predictum Ricardum inde fecisse predictis Baldewino et Katherine quia dicunt quod predictus Ricardus nunquam dedit ipsis Baldewino et Katherine predictum redditum residuum sicut predictus (*sic*) et alii dicunt Et de hoc ponunt se super patriam.

Et Iohannes et alii similiter.

Ideo preceptum est vicecomiti quod venire faciat hic In Crastino Purificacionis beate Marie xii etc per quos etc Et qui nec etc Quia tam etc.

Ad quem diem partes venerunt et vicecomes non misit breue Ideo sicut prius preceptum est vicecomiti quod venire faciat hic in Crastino sancti Iohannis Baptiste xii etc per quos etc Et qui nec etc Quia tam etc Et vicecomes sit etc.

II.

Feet of Fines, Case 86, file 40, No. 155. Hertfordshire.

(Hec est) finalis concordia facta in curia domini regis apud Westmonasterium. In crastino animarum Anno regni regis Edwardi (filii regis) Henrici duodecimo Coram Thoma de Weylaund Iohanne de Louetot Rogero de Leycestr(ia) et Willelmo de Burntone Iusticiariis et aliis domini regis fidelibus tunc ibi presentibus. Inter Iohannem de Louetot querentem et Ranulphum de Arderne et Katerinam vxorem eius impediētes. de quadraginta solidatis redditus cum pertinenciis Inquenehawe. vnde placitum conuencionis summonitum fuit inter eos in eadem curia. Scilicet quod predicti Ranulphus et Katherine recognouerunt predictum redditum cum pertinenciis esse ius ipsius Iohannis vt illum quem idem Iohannes habet de dono predictorum Ranulphi et Katherine Habendum et tenendum eidem Iohanni et heredibus suis de predictis Ranulpho et Katherine et heredibus ipsius Katherine imperpetuum. Reddendo inde per annum vnam Rosam ad festum Natiuitatis sancti Iohannis Baptiste pro omni seruicio consuetudine et exaccione. Et predicti Ranulphus et Katherine et heredes ipsius Katherine warantizabunt acquietabunt et defendent predicto Iohanni et heredibus suis predictum redditum cum pertinenciis per predictum seruicium contra omnes homines imperpetuum. Et pro hac recognicione warant(ia) acquietacione defensione fine et concordia idem Iohannes dedit predictis Ranulpho et Katherine vnum speruarium sor'.

Notes from the Record—continued.

with the appurtenances is the right of the said John as that which the said John had by the gift of the said Ralph and Katherine, to be had and held to the said John and his heirs from the said Ralph and Katherine and the heirs of the said Katherine forever. And (they proffer) here a part of the said fine, which witnesses this, wherefore they ask judgment etc.

And John and the others cannot deny this.

Therefore as to this it was considered that the said John and the others take nothing by their writ but that they be in mercy for their false claim etc.

And as to the residue of the said rent they say that the said John and the others can claim in the said residue of the rent nothing by any form of a gift which, as they assert, the said Richard made thereof to the said Baldwin and Katherine, for they say that the said Richard never gave to the said Baldwin and Katherine the said residue of the rent as the said (John) and the others say. And as to this they put themselves upon the country.

And John and the others likewise.

Therefore the Sheriff was commanded that he cause to come here on (February 3) the Morrow of Purification of Blessed Mary twelve etc., by whom etc., and who are neither etc., because both etc.

And on that day the parties came, and the Sheriff did not send the writ. Therefore the Sheriff was commanded *sicut prius* that he cause to come here on (June 25) the Morrow of St. John the Baptist twelve etc., by whom etc., and who are neither etc., because both etc. And let the Sheriff be etc.

II.

Feet of Fines, Case 86, file 40, No. 155. Hertfordshire.

(This is) the final concord made in the Court of our Lord the King at Westminster on (November 4, 1284) the Morrow of All Souls in the twelfth year of the reign of King Edward son of King Henry, before Thomas of Weylaund, John of Louetot, Roger of Leicester, and William of Burntone Justices, and other faithful subjects of our Lord the King then there present, between John of Louetot, complainant, and Ralph of Arderne and Katherine his wife, deforciant, as to forty shillings of rent with the appurtenances in Queen Hoo, as to which a plea of covenant had been summoned between them in the said Court, to wit, that the said Ralph and Katherine made consusance that the said rent with the appurtenances is the right of the said John as that which the said John has by the gift of the said Ralph and Katherine, to have and to hold to the said John and his heirs of the said Ralph and Katherine and the heirs of the said Katherine forever, rendering therefor every year one rose (on June 24) at the feast of the Nativity of St. John the Baptist, for all service, custom, and exaction. And the said Ralph and Katherine and the heirs of the said Katherine will warrant, acquit, and defend to the said John and his heirs the said rent with the appurtenances for the said service, against all men for ever. And for that consusance, warranty, acquittance and defence, the said John gave to the said Ralph and Katherine one sparrow-hawk. . . .

98. PENEBRUGGE v. PENEBRUGGE.¹I.²

Forme de doun en le reuerti ou le tenant bota auant vne charte qe voleynt fee simple et garantie et le demaundant ne fut pas receu de auerer sun bref saunz granter le fet ou dedire.

Ceo vous moustre Fouke le fiz Fouke de Penebrigge qe Iohan de P. atort ly deforce le maner de P. etc. et pur ceo atort qe ceo est sun dreit et sun heritage et dont vn sun ancestre Henri par noun fut seisi en sun demesne cum de fee et de droit en temps de pees etc. les espleez enprist etc. en autre manere de issue de maner etc. le quel Henri dona le maner etc a vn S. et a les heirs de sun corps engendres par quel doun il fut seisi et pur ceo qe S. morust saunz heir de sun corps engendre. reuerti le droit et deuoyt reuerter a Henri com al doneour. de Henri descendi le droit de la reuercioun et deuoyt descendre a Thomas cum a fiz et heir. de T. descendi etc a Fouke cum a fiz etc. de Fouke a Fouke cum a fiz etc. et les queux apres la mort S. al auandit F. reuerter deyuent par la forme etc. pur ceo qe S. morust saunz heir etc. et si Iohan le vut dedire etc.

Denom. H. de P. etc. dona le maner etc. a S. nostre auncestre et a ces heirs etc. par ceste charte et obliga ly et ces heirs a la garauntie issi qe si nous fussoms enplede de vn autre vous nous serriez garant etc. iugement si encountre ceo fet etc.

Herle. Tant amounte qe le doun se fit en fee et nent en fee taille com nostre bref suppose et nous voloms auerer nostre bref etc.

Malm. Nous ne pledoms mye pur trauerser vostre bref einz pur vous barrer de accioun. par tant qe si vn autre nous empledast vous nous serriez lye a la garantie etc.

¹ Reported by C, F, T.² From F.

98. PENEBRUGGE *v.* PENEBRUGGE.

I.

Formedon in the reverter where the tenant put forward a charter which contained fee simple and warranty, and the demandant was not received to an averment of his writ without granting or denying the deed.

Showeth to you Fulk¹ the son of Fulk of Penebrugge that John of Penebrugge² wrongfully deforces him from the manor of Meon³ etc., and for this reason wrongfully that this is his right and his inheritance, of which an ancestor of his, Henry by name, was seised in his demesne as of fee and of right in time of peace etc., took the esplees thereof etc. (and) other issues of the manor etc., and that Henry gave the manor etc. to one Pain and to the heirs of his body begotten, and by that gift he was seised; and because Pain died without heir of his body begotten, the right reverted and ought to revert to Henry as to the donor. From Henry the right of the reversion descended and ought to descend to Henry as to a son and heir, from Henry to Fulk as to a son etc., from Fulk to Fulk as to a son etc., and after the death of Pain they (the right and inheritance) ought to revert to the said Fulk by the form etc. because Pain died without heir etc., and if John should wish to deny it etc.

Denom. Henry of Penebrugge etc. gave the manor of Meon to Pain, our ancestor, and to his heirs etc., by this charter, and bound himself and his heirs to the warranty so that if we were impleaded by another you would be our warrantor etc. Judgment whether against this deed etc.

Herle. What you say amounts to this that the gift was made in fee and not in fee tail as our writ supposes. And we are willing to aver our writ etc.

Malberthorpe. We do not plead in traverse of your writ, but to bar you from (your) action, forasmuch as if another impleaded us you would be bound to warrant us etc.

¹ In 1307 Master Stephen de Segrave held the custody of the land and heir of Fulk de Penebrugge, tenant-in-chief (*Cal. Pat.* 1301-7, p. 491). Fulk proved his age and received seisin of his father's lands in 1312 (*Cal. Close* 1307-13, p. 479). In 1324 he was commissioner of array in co. Salop (*Cal. Pat.* 1324-27, p. 8) and died *circa* 1326 (*Cal. Close* 1323-27, p. 456).

² In 1306 John de Penebrugge, brother of Edward de Penebrugge,

received seisin of 18 marks yearly rent in Meon which Edward, who died without heirs of his body, had held of the King by the service of quarter of a knight's fee by the gift and feoffment of John to him and the heirs of his body, with remainder to John (*Cal. Close* 1302-7, p. 387). In 1327 he was pardoned for the death of a certain man 'after the coronation' (*Cal. Pat.* 1327-30, p. 122).

³ Parish of Quinton, co. Gloucester.

Herle. Depus qil dit qe nostre auncestre dona a ly et a ces heirs etc. et nous voloms auerer nostre bref assez sumes a issue.

Berr. Ceo sera en ly si vous deuez auer tiel issue encontre le fet qil moustre etc.

Herle. Depus qe nous voloms auerer *ut supra* iugement etc.

Berr. Est ceo le fet H. ou nemye.

Herle. Nient sun fet prest etc.

Et alii econtra etc.

II.¹

Forme de doun ²en le Reuerti et ²dit qe soun ³Besael fut seisi et dona en fee taille etc et B. est mort sanz heir de soi etc.

Den. Vostre³ Besael dona les tenemenz⁴ en fee simple ⁵et pur⁵ ceo charte et obliga luy et ses heirs⁶ et vous estes soun heir et si nous feus-soms empledee etc. iugement ⁷si accioun pussez auer.⁷

Pass. Taunt amounte qe les tenemenz ne furent pas donez en fee taille nous voloms auerer qe oy.

Malm. Est ceo le fait vostre auncestre ou noun.

Pass. Si vous volliez vser ceo fait ceo couent estre par vn de dieux voies ou par resoun de doun ou par reson de ⁸clause de ⁸garrantie si par reson de doun vous estes ⁹al contrarie de nostre⁹ accioun nous voloms auerer la forme ⁸de doun⁸ si par reson de garrantie dit(es) et nous respondroms assetz.

Herui. Si vn portast *ad terminum qui preterit* uers vous et vous meissez auant charte de fee simple il serroit chace a respondre al fait ¹⁰etc. *sic hic*.¹⁰

Pass. Nient le fait nostre auncestre prest etc.

Et alii econtra etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 286 verso. Gloucestershire.
Written by Burnedisshe.

Fulco filius Fulconis de Penebrugge per Willelmum de Frome attornatum suum petit uersus Iohannem de Penebrugge manerium de Mune cum pertinenciis quod Henricus de Penebrugge proauus predicti Ful-

¹ From *T.* Compared with *C.* ²⁻² Le ^{tenant} _{demandant} (*sic*) *C.* ³⁻³ *Om. C.*

⁴ *Add:* a B. *C.* ⁵⁻⁵ par *C.* ⁶ *Add:* a la garrantie *C.* ⁷⁻⁷ *Om. C.* ⁸⁻⁸ *Om. C.*
⁹⁻⁹ a vostre *C.* ¹⁰⁻¹⁰ *Om. C.*

Herle. We are enough at issue since he says that our ancestor gave to him and his heirs etc., and we are willing to aver our writ.

BEREFORD C.J. ¹It will depend on him¹ whether you ought to have such issue against the deed which he shows etc.

Herle. Since we are willing to aver (as above), judgment etc.

BEREFORD C.J. Is this the deed of Henry or no?

Herle. Not his deed. Ready etc.

Issue joined etc.

II.

Formedon in the reverter and (he) said that his great-grandfather was seised and gave in fee tail etc., and (the grantee) is dead without heir of his body etc.

Denom. Your great-grandfather gave the tenements in fee simple by² this charter and bound himself and his heirs ³to the warranty³ and you are his heir and if we were impleaded etc. Judgment whether you can have an action.

Passeley. It amounts to this that the tenements were not given in fee tail. We are willing to aver that they were.

Malberthorpe. Is this the deed of your ancestor or no?

Passeley. If you should wish to use this deed it must be in one of two ways: either by reason of (the) gift, or by reason of (a) clause of warranty. If by reason of (the) gift (then) you are at issue as to our action. We are willing to aver the form of (the) gift. If by reason of warranty, say (so) and we shall answer enough.

STANTON J. If one had brought (a writ of entry) *ad terminum qui preterit* against you, and you had put forward a charter of fee simple, he would be driven to answer to the deed etc. The same is true here.

Passeley. Not the deed of our ancestor. Ready etc.

Issue joined etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 286 verso. Gloucestershire.

Written by Burnedisshe.

Fulk the son of Fulk of Penebrugge demands by William of Frome, his attorney, against John of Penebrugge, the manor of Meon, with the appurtenances, which Henry of Penebrugge, great-grandfather of the said Fulk

¹⁻¹ The text has: 'It will be in him' (ceo sera en ly).

² Supplied from C.

³⁻³ Supplied from C.

Note from the Record—continued.

conis filii Fulconis cuius heres ipse est dedit Pagano de Gamages et heredibus de corpore ipsius Pagani exeuntibus et quod post mortem predicti Pagani ad prefatum Fulconem filium Fulconis reuerti debet per formam donacionis predictae eo quod predictus Paganus obiit sine herede de corpore suo exeunte Et vnde Idem Fulco filius Fulconis dicit quod predictus Henricus proauus etc dedit predictum manerium cum pertinentiis predicto Pagano et heredibus de corpore ipsius Pagani exeuntibus per quod donum Idem Paganus fuit seiscitus in dominico suo ut de feodo et iure secundum formam etc tempore pacis tempore domini H Regis aui domini Regis nunc Capiendo inde expletas ad valenciam etc Et de ipso Henrico descendit Ius reuersionis etc cuidam Henrico vt filio et heredi etc Et de ipso Henrico descendit Ius etc cuidam Fulconi vt filio et heredi etc Et de ipso Fulcone descendit Ius etc isti Fulconi qui nunc petit vt filio et heredi etc Et quod etc Et inde producit sectam etc.

Et Iohannes per Rogerum de Walingtone attornatum suum venit. Et defendit Ius suum qu(ando) etc Et dicit quod non debet eidem Fulconi inde respondere etc Quia dicit quod predictus Henricus de Penebrugge proauus etc de cuius seiscina etc dedit predictum manerium predicto Pagano de Gamages Tenendum sibi et heredibus suis imperpetuum Et obligauit se et heredes suos ad War(antizandum) Et profert hic quandam cartam sub nomine predicti Henrici proauis etc que testatur quod Idem Henricus dedit et carta sua confirmauit Pagano de Penebrugge filio suo totum manerium predictum cum pertinentiis etc Tenendum sibi et heredibus in perpetuum Et obligauit se et heredes suos ad War(antizandum) etc Et dicit quod predictus Paganus de Penebrugge filius predicti Henrici nominatus in predicta carta fuit eadem persona que cognominabatur Paganus Gamages Et dicit quod ipse modo est seiscitus de predicto Manerio vt heres predicti Pagani de Gamages vnde dicit quod si ipse ab aliquo alio inde implacitatus fuisset predictus Fulco tanquam heres predicti Henrici proauis etc Manerium illud ei War(antizare) teneretur virtute carte predictae vnde petit Iudicium si accio ei competere possit etc.

Et Fulco dicit quod ipse pretextu predictae carte ab accione precludi non debet in hac parte etc Quia dicit quod carta illa non est factum predicti Henrici proauis etc Et hoc petit quod inquiratur per patriam.

Et Iohannes similiter.

Ideo preceptum est vicecomiti quod venire faciat hic a die Pasche in vnum mensem xii etc per quos etc Et qui nec etc ad recognoscendum etc. Quia tam etc.

Nichil de testibus quia omnes obierunt.

Et sciendum quod predicta carta remanet in custodia I. Bacoun clerici R(egis)¹ etc.

¹ This seems the most likely extension of R. Cf. Y. BB. (S.-S.), vi. 2, 156, 157, where Bacon is described as 'King's' Clerk.

Note from the Record—continued.

the son of Fulk, whose heir he is, gave to Pain of Gamages and to the heirs of the body of the said Pain begotten and which after the death of the said Pain ought to revert to the said Fulk the son of Fulk by the form of the said gift because the said Pain died without heir of his body begotten. And concerning this matter the said Fulk the son of Fulk says that the said Henry great-grandfather etc. gave the said manor with the appurtenances to the said Pain and to the heirs of the body of the said Pain begotten, and by that gift the said Pain was seised in his demesne as of fee and right according to the form etc., in time of peace in the time of Lord Henry the King grandfather of our Lord the present King, taking thereof the esplees to the value etc. And from that Henry the right of the reversion etc. descended to one Henry as son and heir etc., and from that Henry the right etc. descended to one Fulk as son and heir etc. And from that Fulk the right etc. descended to this Fulk who now demands as son and heir etc. And that etc. And as to this he produces suit etc.

And John comes by Roger of Walingtone, his attorney, and defends his right when etc., and says that he ought not to answer the said Fulk in this matter etc., for he says that the said Henry of Penebrugge, great-grandfather etc., on whose seisin etc., gave the said manor to the said Pain of Gamages, to hold to himself and to his heirs forever, and bound himself and his heirs to warrant etc. And he proffers here a charter under the name of the said Henry great-grandfather etc., which witnesses that the said Henry gave and by his charter confirmed to Pain of Penebrugge, his son, the whole said manor with the appurtenances etc., to be held to himself and (his) heirs forever, and bound himself and his heirs to warrant etc. And he says that the said Pain of Penebrugge, son of the said Henry named in the said charter, was the same person who was known by the name of Peter Gamages, and he says that he is now seised of the said manor as heir of the said Peter of Gamages, and concerning this he says that if he were impleaded by someone else in this matter, the said Fulk as heir of the said Henry, great-grandfather etc., would be bound to warrant him that manor by virtue of the said charter, wherefore he demands judgment whether he (Fulk) can have an action etc.

And Fulk says that under the pretext of the said charter he ought not to be precluded from an action in this matter etc., for he says that that charter is not a deed of the said Henry, great-grandfather etc. And he prays that this be inquired by the country.

And John likewise.

Therefore the Sheriff was commanded that he cause to come here in one month from Easter twelve etc., by whom etc., and who are neither etc., to find etc., because both etc.

Nothing as to witnesses because all are dead.

And be it known that the said charter remains in the care of John Bacon, King's Clerk etc.

99. ANON.¹I.²

³ *Scire facias* de vn fyne ou le tenant dit que auant la fyn leue et touz iours puis il ad este seisi iugement etc. et a cel auerement fust receu etc.³

Vn Adam porta le *scire facias* vers vn Robert a sauoir moun par quei execucion ne se deit faire dun fyn leue entre Hugh de Emmoy⁴ et mesme cely A. la qele volleit qe H. conissoit les tenements etc. estre le droit A. com ceo qe A etc. et pour cele reconissance A graunta et rendi etc. a ly atermes de sa vie et qe apres son decess les tenements retorneint⁵ a A. et a ses heirs et dit qe A.⁶ feut mort et pria execucion.

Herle. Vn Roger nostre frere feut seisi ⁷de ceuz tenements⁷ en son demesne com de fee et morust seisi apres qi mort nous entrames com frere et heir ⁸et en⁸ la fyn leue et totes voyes puis la fyne leue auoms este seisi iugement si vous deuez execucion auoir de cele fyn qe feut leue entre ceuz qe rien nauoient.

Staunt. La fyn suppose qe au temps qele feut leue nous feumes seisi et vous estes heir du saunk H. qe feut partie a cel fyn qest de record iugement si nous ne deuoms execucion auoir.

Roub(ur)i. Il nest mye heir⁹ de ceuz tenements qar (*sic*) il dit qil est entre par succession de R. son frere.

Herle ad idem. De puis qe nous volloms auerrer qe Roger morust seisi deuant la fyn leue et nous entrames immediate et touz iours puis auoms este seisi continuamente sanz ceo qe H. ou A rien nauoient.¹⁰

*Ston.*⁷ La fyn suppose qe A feut seisi au temps qe la fyn se leua par quei si vous feussez receu a cel auerement qe vous feustes touz iours seisi ceo serroit en voidance de la fyn et issint ne seruereit lestatut de rien.

Berr. Ceo nest mye lauerement¹¹ ¹²qest done par¹² statut mes¹³

¹ Reported by B, F, M, X. This is Vulg. 5. ² From M. Compared with B, F. Headnote from B. ³⁻³ The headnote in F is: *Scire facias* ou le droit de tenementz fut conu a vn A. le quel granta les tenemenz a terme de la vie le conussur. apres qi mort A porta cesti bref vers vn R. qe vynt et dit qe il mesmes fut seisi deuant la conussance et tute ieys pus en sca continuelementes. et fut r(eceu). ⁴ Enynnoy B. Heneven F. ⁵ retornent B. returner deuer(eint) F. ⁶ H. B, F. ⁷⁻⁷ en cel temps F. ⁸⁻⁸ Denum. al temps de B. Denum ad idem. deuant F. ⁹ Add: H. F. ¹⁰ Add: iugement etc. F. ¹¹ tel auerement F. ¹²⁻¹² en cas de B. qe est tel par F. ¹³ com B, F.

99. ANON.

I.

Scire facias on a fine where the tenant said that before the fine and ever since the fine he has been seised. Judgment etc. And he was received to that averment etc.

One Adam brought the *scire facias* against one Robert (whether he could show¹) why execution should not be made of a fine levied between Hugh of Emmoy and this same Adam. The fine said that Hugh made conusance that the tenements etc. are the right of Adam as those which Adam etc., and for that conusance Adam granted and rendered etc. to him for term of his life and that after his decease the tenements should return to Adam and to his heirs. And (Adam) said that Hugh² was dead, and prayed execution.

Herle. One Roger, our brother, was seised of these tenements in his demesne as of fee and died seised, and after his death we entered as brother and heir; ³at the time³ of the levying of the fine and always⁴ since the levying of the fine we have been seised. Judgment whether you ought to have execution of that fine which was levied between those who had nothing.

*Stonore.*⁵ The fine supposes that at the time when it was levied we were seised, and you are heir in blood of Hugh who was a party to this fine which is of record. Judgment whether we ought not to have execution.

ROUBURY J. He is not heir of Hugh⁶ (as to) these tenements, for he says that he entered by (way of) succession to Roger, his brother.

Herle (to the same purpose). Judgment⁷ etc.,⁷ since we are willing to aver that Roger died seised before the fine was levied and we entered immediately and have ever since been seised continuously, so that Hugh and Adam had nothing.

Stonore. The fine supposes that Adam was seised at the time when the fine was levied, wherefore if you were received to the averment that you have always been seised, that would be in avoidance of the fine, and thus the statute⁸ would be of no use.

BEREFORD C.J. This is not such⁷ an averment as is given⁹ by the statute,⁸ (to wit) to say that the conusor was seised before the fine

¹ This passage is not quite clear. Does *moun* stand for *mounstre*?

² Supplied from *B, F.*

³⁻⁴ Supplied from *B.* According to *F* it should be: 'before.'

⁴ The text has *totes voyes*, which seems a literal translation of 'always.'

⁵ This should probably be substituted

for what might seem to be the name of STANTON J.

⁶ Supplied from *F.*

⁷ Supplied from *F.*

⁸ Stat. *De finibus levatis*, 27 Edw. I. Stat. I. cap. 1, prohibits the averment of seisin as mentioned by BEREFORD C.J.

⁹ *Corr.* forbidden.

a dire qe le conissour feut seisi deuant la fyn et en la fyn etc. qar il dit qil mesmes feut seisi deuant la fyn et touz iours puis continualment.

Ston. Qe A. feut seisi au temps de la fyn leue com la fyn soppose prest etc.

Et alii econtra.

II.¹

Scire facias.

Vn Adam siwy *Scire facias* vers vn Robert Dune fyn leue entre vn 'Hugh' et cesti Adam ou H. conust Les tenemenz estre le droit Adam com ceo qil out de son doun pur qele coniceaunce Adam graunta et rendi les tenemenz a H. a terme de vye et apres etc qe les tenemenz retourner(ont) a A. et dit qe H. est mort.

Denhom. Roger nostre frere morust seisi de ces tenemenz et nous entrames com son heir et seisi fumes al temps de La fyn et peus continuelment Iugement si de fyn leue entre ces qe rien auoient deuez execucion auoir.

Ston. Vous estes heir del saunk H. qe fust partie a la fyn par qey vous ne serrez pas receu de countrepleder la fyn countre lestatut.

Berf. Lestatut tend Lauerement a dire qe le coniceour fust seisi auant la fyn et en la fyn et peus mes il tend dauerer qil fust seisi et qil nest pas heir de ces tenemenz.

Ston. Adam feust seisi al temps de la fyn prest etc.

Et alii econtra.

100.² NOTE.

Homme atteint de recete de vtlage ne serra pas pend(u) *quia c(aus)a principalis non est felonía. Ideo quietus. hoc consid(er)atur per Pass. etc.*

101.³ ANON.

Wewe.

En vn bref de vewe de tere retourne tarde venit le tenant demanda autre foiz la vewe. et pur ceo qil auoit fet sey esso(i)n(e) et lasso(u)n aiorne. il fut comande a r(espondre) sanz auoir vewe.

¹ From X.

² From C.

³ From T.

and during the fine etc., for he says that he himself was seised before the fine and ever since, continuously.

Stonore. Ready etc. that Hugh was seised at the time of the levying of the fine, as the fine supposes.

Issue joined.

II.

Scire facias.

One Adam sued (a) *scire facias* against one Robert, upon a fine levied between one Hugh and this Adam, by which Hugh made conusance that the tenements are the right of Adam as those which he had by his gift, and for that conusance Adam granted and rendered the tenements to Hugh for term of life and after etc. that the tenements should return to Adam. And he said that Hugh is dead.

Denom. Roger, our brother, died seised of these tenements and we entered as his heir and were seised at the time of the fine and continuously since. Judgment whether you ought to have execution of a fine levied between those who had nothing.

Stonore. You are heir in blood of Hugh who was a party to the fine, and therefore you shall not be received contrary to the statute¹ to counterplead the fine.

BEREFORD C.J. The statute¹ gives the averment (to say) that the conusor was seised before the fine and at the time of the fine and since, but he offers the averment that he was seised and that he is not (Hugh's) heir as to these tenements.

Stonore. Adam was seised at the time of the fine. Ready etc.

Issue joined.

100. NOTE.

A man attainted for receiving an outlaw shall not be hanged, because the principal offence is not a felony. Therefore quit. This is considered by *Passeley* etc.

101. ANON.

View.

In a writ of view of land (which was) returned (with the endorsement) 'came too late' (*tarde venit*) the tenant once more demanded the view. And because he had caused himself to be essoined and the action² adjourned, he was ordered to answer without having view.

¹ Stat. *De finibus levatis*, 27 Edw. I. Stat. I. cap. 1.

² This is probably the better reading instead of 'essoins.'

102. ANON.¹I.²

Finis.

Robert conust les tenemenz contenuz en le bref estre ³le droit³ W. com ceux etc. e pur cele reconis(aunce) etc. Will. granta et rendi meme les tenemenz a Robert a auer et tenir a Robert et Dyonise ⁴la file G.⁴ de B. et ales heirs de lur ij cors issanz etc. E si Robert et Dyonise ⁵la file G.⁵ deu(e)nt saunz heirs de lur .ij. corps etc. qe les tenemenz reuerter(eint)⁶ etc.

Herui. Est Dyonise la femme Robert.

Wilb. Sire nanyl.

Herui. Donqe la court ne reserve⁷ pas la fin en tele forme qe possible est qil nela esposera iames etc. e pur ceo treiez⁸ la pes.

Et fut tret⁹ en tele forme Robert conust le tenemenz etc. W.¹⁰ rend(i) meme les tenemenz a Robert auer et tenir aly et a ces¹¹ heirs de son cors¹² engendr(es)¹³ et sil deuie etc. mes la prem(iere) fin sereit¹⁴ asset bone si Dyonise vst este nome en le bref femme Robert.¹⁵

II.¹⁶Pax etc.¹⁷

Nichol¹⁸ conust les tenemenz contenuz en bref estre le droit Iohan. Et pour ceste reconisance Iohan granta et rendy mesme les tenemenz a Nichol a auer et tenier a Nichol et a A. et ales heirs qil engendr(er)a ¹⁹de Alice et sil deuie sanz heir engendre¹⁹ de A. etc. qe les tenemenz reueignent²⁰ a A. et a ces heirs a touz iours. ceste²¹ pees fust r(ece)ue de²² Court saunz ceo qil namenda la pees entaunt com afferr(e) A femme Nichol etc.¹⁷

¹ Reported by B, M, P, R, X. This is Vulg. 11. ² From R. Compared with P. ³⁻³ del P. ⁴⁻⁴ file Golf P. ⁵⁻⁵ Om. P. ⁶ returnent P. ⁷ receuira P. ⁸ Add: autrement P. ⁹ trethe P. ¹⁰ Will. P. ¹¹ les P. ¹² Add: leument P. ¹³ agendre P. ¹⁴ fut P. ¹⁵ Add: Et Aliter non debet admitti P. ¹⁶ From B. Compared with M. This case is Vulg. 11. ¹⁷ Om. M. ¹⁸ Vn Nich. M. ¹⁹⁻¹⁹ Om. M. ²⁰ rem(ainent) M. ²¹ ceo M. ²² du M.

102. ANON.

I.

Fine.

Robert made consuance that the tenements contained in the writ are the right of William as those etc., and for that consuance etc. William granted and rendered the same tenements to Robert to have and hold to Robert and Denyse the daughter of G. of B. and to the heirs of their two bodies begotten etc., and if Robert and Denyse the daughter of G. were to die without heirs of their two bodies etc., that the tenements should revert etc.

STANTON J. Is Denyse the wife of Robert?

Willoughby. No, sir.

STANTON J. Then the Court will not receive¹ the fine in such a form because it is possible that he will never marry her etc., and therefore draw up the peace² differently.

And it was drawn up in the following form: Robert made consuance that the tenements etc. William rendered the same tenements to Robert to have and hold to himself and to the heirs of his body begotten, and if he die etc. But the first fine would have been good enough if Denyse had been named in the writ as the wife of Robert.

II.

Peace etc.

Nicolas made consuance that the tenements contained in the writ are the right of John, and for that consuance John granted and rendered the tenements to Nicolas to have and hold to Nicolas and to Alice and to the heirs whom he should beget of Alice and if he die without heir begotten of Alice etc., that the tenements should remain³ to Alice and to her heirs for ever. This peace was received by the Court without his amending the peace so as to make Alice the wife of Nicolas etc.⁴

¹ In accordance with the reading of *P.*

² Cf. Pollock and Maitland, ii. 97.

³ Supplied from *M.*

⁴ It is at least doubtful whether this is not a different case from that reported in (I). If so, (III) would seem to belong

here and not to Version I. Yet there is a discrepancy between the report in (II) and (III), and if the *refuse* in (III) is correct instead of the *receue* in (II), it would seem that these two latter versions are related to (I).

III.¹

Pax.

Nichole conust les tenemenz estre le droit Ion etc. pur qe le conice(aun)ce Ion granta et rendi a Nichole et a vne Alice et as heirs qe Nichole engendr(oit) du corps Alice ceo pees feust refuse pur ceo qil ne fist pas Alice femme Nichole.

103. TYEYS *v.* LYNTHEWAYTE.²

Henri³ Tyeis⁴ se prist a vn def(aute) de noun pleuyne vers Iohan de Hatowat.⁵

Hedoun. La ou le vic(ounte) ad retourne qe la terre fust pris⁶ tiel iour etc. nient a tel iour einz a tiel iour deinz quel iour repleuyne⁷ prist⁸ etc.

Et alii econtra.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 31 recto. Yorkshire.⁹

Henricus Tyeys peciit uersus Iohannem filium Iohannis de Lyntthewayte vnum mesuagium quaterviginti acras terre et viginti acras prati cum pertinenciis in Crosseland vt Ius etc. Ita quod predictus Iohannes, a die Pasche in xv. dies proximo preter(itos) fecit defaltam postquam sum(monitus) etc. Et tunc preceptum fuit vicecomiti quod caperet predicta tenementa in manum domini Regis. Et dies etc. Et quod summoneret eum quod esset hic ad hunc diem Et vicecomes mandauit quod die Mercurii in vigilia sancti Mathei Apostoli cepit predicta tenementa in manum domini Regis. Et quod summonuit eum quod esset hic ad hunc diem etc.

Et modo veniunt partes predictae etc. Et Henricus dicit quod postquam predicta tenementa capta fuerunt in manum domini Regis die predicto : tenementa illa infra quindecim dies capcionis eorundem non fuerunt replegiata, secundum Legem et consuetudinem regni etc. Per quod Idem Henricus precise capit se ad defaltam non pleuine predictorum tenementorum etc.

¹ From X. ² From T. Compared with C. Headnote from C. ³ Nota Henri C. ⁴ Tyeys C. ⁵ H. C. ⁶ Add: a C. ⁷ repleuy C. ⁸ prest C. ⁹ Name of the clerk unknown.

III.

Peace.

Nicolas made conusance that the tenements are the right of John etc., and for that conusance John granted and rendered to Nicolas and to one Alice and to the heirs whom Nicolas would beget of the body of Alice. That peace was refused because he did not make Alice wife of Nicolas.

103. TYEYS *v.* LYNTHWAYTE.

Henry Tyeys¹ betook himself to a default of non-plevin versus John of Lynthwayte.

Hedon. Whereas the Sheriff has returned that the land was taken on such a day etc., (it was taken,) not on that day but on such a day by which day replevin (had been taken) etc. Ready² etc.

Issue joined.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 31 recto. Yorkshire.³

Henry Tyeys demanded against John the son of John of Lynthwayte one messuage, eighty acres of land, and twenty acres of meadow with the appurtenances in Crossland⁴ as right etc. So that the said John on (April 9, 1312) the quindene of Easter last past made default after (he had been) summoned etc. And at that time the Sheriff was commanded to take the said tenements into the hand of our Lord the King, and (to certify) the days etc., and to summon him to be here at this day. And the Sheriff now certifies that on (September 20, 1312) Wednesday the Eve of St. Matthew the Apostle he took the said tenements into the hand of our Lord the King, and that he summoned him to be here at this day etc.

And now came the said parties etc. And Henry says that after the said tenements were taken into the hand of our Lord the King on the said day the said tenements were not replevied within fifteen days from their taking, according to the law and custom of the realm etc. Therefore the said Henry does precisely hold himself to the fact that the said tenements were not replevied etc.

¹ Appointed keeper of the town of Oxford in 1311 (*Cal. Pat.* 1307-13, p. 392). As keeper of the land and heir of Peter de Brewosa made complaint against the Abbot of Cirencester in 1316 (*Cal. Pat.* 1313-17, p. 499). Conservator of the peace and constable in the Isle of Wight 1317; convicted of trespasses and fined £1000 (*Cal. Pat.* 1317-21, pp. 45, 546, 596); pardoned in 1321 (*Cal. Pat.* 1321-24, p. 15).

Joined in attack on the King's forces in 1322, and in consequence had his lands seized and granted away; was himself arrested and committed for trial (*Cal. Pat.* 1321-24, pp. 40, 62, 81, 107, 148, 176, 211).

² According to *C*, this is the beginning of a new sentence: 'Ready etc.'

³ Name of the clerk unknown.

⁴ Now called Crossland Hill, according to Bartholomew's *Gazetteer*.

Note from the Record—continued.

Et Iohannes dicit quod qualitercumque vicecomes testatur capcionem predictorum tenementorum predicto die Mercurii per visum Mathei de Lyntwayt, Thome ad Pontem, Ade de Lyngarthes, et Gilberti de Adewaldleye etc. Eadem tenementa capta fuerunt in manum domini Regis die Martis proxima post predictum festum sancti Mathei et non predicto die Mercurii etc. Et de hoc ponit se super patriam etc.

Et Henricus similiter super patriam et super predictos visores etc. Ideo preceptum est vicecomiti quod venire faciat hic in Octabis sancti Hillarii predictos visores etc. et similiter xii etc. Per quos etc. Et qui nec etc. Quia tam etc.

Ad quem diem veniunt partes predictae Et vicecomes non misit breue Ideo sicut prius preceptum est vicecomiti quod venire faciat hic in octabis sancte Trinitatis xii etc. per quos etc. Et qui nec etc. Quia tam etc.

Ad quem diem vicecomes non misit breue. Ideo sicut pluries preceptum est vicecomiti quod venire faciat hic in Crastino animarum xii etc per quos etc Et qui nec etc. ad recognoscendum etc. Quia tam etc. Et vicecomes sit etc.

Postea ad diem illum veniunt partes predictae per attornatos suos et vicecomes non misit breue etc. Ideo sicut pluries preceptum est vicecomiti quod venire faciat hic a die Pasche in quindecim dies xii etc. per quos etc. Et qui nec etc. Quia tam etc. Et vicecomes sit etc.

104. ANON.¹

²Nota qe homme put voucher recorde de la fyn de plee sanz mouster la partie en C(ou)rt vt patet inter Gerues de Ralegg(e).²

Denom. A ne put³ accion au(er) qe vne Is.⁴ etc. par mye ⁵qi ele⁵ ad counte porta bref vers I.⁶ nostre vncle qi heir nous sum(us) en⁷ Eyre de Ebor(acum)⁸ ou il⁹ voucha B. qe garr(antist) et acorderent par conge de c(ou)rt ou¹⁰ Is. relessa etc. iugement etc.

Scrop. Vous parlez de vne q(ui)tel(amance) qe veot estre proue par fet ou partie de fyn mettre¹¹ en c(ou)rt.

Berr. Il¹² dit qe laccorde se fit¹³ par conge.¹⁴ r(espon)ez ¹⁵*est sic uel non.*¹⁵

Scrop. Quod¹⁶ non.¹⁷

¹ From C. Compared with T. ²⁻² Om. T. ³ deit T. ⁴ Add: mere T. ⁵⁻⁵ qe le T. ⁶ Iohan T. ⁷ Add: le T. ⁸ Euerwik etc. T. ⁹ I. T. ¹⁰ qe T. ¹¹ nostr(e) T. ¹² Add: a T. ¹³ prist T. ¹⁴ Add: etc. T. ¹⁵⁻¹⁵ Two or three short words are scratched out in C and the *est sic* is written in their stead, while *uel non* is added above the line.—T has: et ceo seit issint ou noun. ¹⁶ Om. T. ¹⁷ noun etc. T.

Note from the Record—*continued*.

And John says that although the Sheriff certifies the taking of the said tenements on the said Wednesday by the view of Matthew Lyntwayt, Thomas Atte Brigge, Adam of Lyngarthes, and Gilbert of Adwaldley etc., the said tenements were taken into the hand of our Lord the King on (September 26, 1312) the Tuesday next following the said Feast of St. Matthew and not on the said Wednesday etc. And as to this he puts himself upon the country etc.

And Henry likewise upon the country and upon the said viewers. Therefore the Sheriff was commanded that he cause to come here on the octaves of St. Hilary the said viewers etc. and similarly twelve etc., by whom etc., and who are neither etc., because both etc.

And on that day the said parties came, and the Sheriff did not send the writ. Therefore the Sheriff was commanded *sicut prius* that he cause to come here on the octaves of Holy Trinity twelve etc., by whom etc., and who are neither etc., because both etc.

And at that day the Sheriff did not send the writ. Therefore the Sheriff was commanded *sicut pluries* that he cause to come here on the Morrow of All Souls twelve etc., by whom etc., and who are neither etc., to find etc., because both etc. And let the Sheriff be etc.

Afterwards on that day the said parties came by their attorneys, and the Sheriff did not send the writ etc. Therefore the Sheriff was commanded *sicut pluries* that he cause to come here on the octaves of Easter twelve etc., by whom etc., and who are neither etc., because both etc. And let the Sheriff be etc.

104. ANON.

Note that one can vouch the record of the fine of a plea without showing (a) part (of the fine) in Court, as appears in the case¹ of Gervase of Ralegge.

Denom. A. can have no action because one Isabel etc. by whom he has counted brought a writ against J(ohn) our uncle, whose heir we are, in the eyre of York, and he vouched B. who warranted, and they made concord by leave of the Court, by which Isabel released etc. Judgment etc.

Scrope. You speak of a quitclaim which must be proved by putting (forward) in Court (a) deed or a part of the fine.

BEREFORD C.J. He says that the concord was made by leave. Answer: Is it so, or no?

Scrope (said) that no.

105. ANON.¹I.²

Prier de eyde.

Scrop. Les tenemenz furent donez a nous et a nostre Baroun et a lez heirz de noz .ij. cors engendrez et nostre baroun est mort. et prioms eyde de Ion fiz et heir nostre baroun.

Denom. Vous estez tenant en fee taille par quei vous poez voucher et doner chescun maner de respons que chiet en ley sanz eyde.

Et fut oste del eyde.

II.³

Vne femme en fee Taille apres la mort soun baroun pria eyde de soun issue etc.

Et non habuit pur ceo qele pura soule voucher et soule doner que chiet en ley en le dreit etc.

106. ESLINGTON v. GLANTONE.⁴

⁵Defaute saue par bref le Roy.⁵

⁶Le garr(antor) vynt en court et pleda oue le demaundaunt al enquest al iour del venire facias retournable le garr(antor) fit defaute le petit Cape retourne etc. Le demaundaunt se prist a cel defaute. le garr(antor) dit que par la defaute ne dust il auantage prendre⁷ que lez attornez furent pris en Euerwyke le Ioedy prochein auant la defaute et⁸ detenu vi⁹ iours apres. et mist auant le bref le Roy que ceo testmoigna et fut le bref tel.⁶

¹⁰En vn petit Cape le demaundaunt se prist a la defaute. lautre dit que ses aturnes furent enprisones a Eurewike de tel iour taunqe a tel iour et mist auant tel bref.¹⁰

¹¹*Sciatis quod A. et B. atornati talis capti fuerunt et inprisonati apud Eboracum per preceptum nostrum tali die et detenti per viii dies vt dicitur. Et ideo vobis mandamus quod predictus talis*¹²*non sit perdens in aliquo*¹²*quo ad talem propter absenciam eius seu atornatorum suorum.*¹¹

¹ Reported by *C*, *T*. ² From *C*. ³ From *T*. ⁴ The first part of the text, marked ⁶⁻⁶, is taken from *C* and compared with *T*. The second part, marked ¹⁰⁻¹⁰, is taken from *P*. The third part, marked ¹¹⁻¹¹, is taken from *P* and compared with *C*, *T*. The fourth part (on p. 122), marked ¹⁻¹, is taken from *P*, and the last part, marked ²⁻², is taken from *C* and compared with *T*. ⁵⁻⁵ This headnote is taken from *C*. The headnote in *P* runs: Defaute saue per breue Regis. There is no headnote in *T*. ⁶⁻⁶ From *C*. Compared with *T*. ⁷ auoir *T*. ⁸ *Add*: enprisonnez et *T*. ⁹ viii *T*. ¹⁰⁻¹⁰ From *P*. ¹¹⁻¹¹ From *P*. Compared with *C*, *T*. ¹²⁻¹² et talis non sint in aliquo perdetes *C*.

105. ANON.

I.

Aid-prayer.

Scrope. The tenements were given to us and to our husband and to the heirs of our two bodies begotten and our husband is dead and we pray aid of John, son and heir of our husband.

Denom. You are tenant in fee tail, wherefore you can vouch and give every kind of answer according to law, without aid.

And she was ousted of the aid.

II.

A woman (who held) in fee tail after the death of her husband prayed aid of his issue etc.

And she did not have it because she could vouch by herself and could by herself give all (the answers) that lay according to law in the right (of the tenements) etc.

106. ESLINGTON *v.* GLANTONE.

Default saved by the King's writ.

The warrantor came into Court and pleaded with the demandant up to the inquisition. On the day when the *venire facias* was returnable the warrantor made default. The petty *cape* was returned etc. The demandant betook himself to that default. The warrantor said that (the demandant) ought not to take advantage of the default because the attorneys had been arrested in York on the Thursday next before the default and detained for eight¹ days afterwards. And he put forward the writ of the King which witnesses this, and the writ was as follows :

In a petty *cape* the demandant betook himself to the default, the other said that his attorneys were imprisoned at York from such a day until such a day, and put forward the following writ :

'Know ye that A and B attorneys of such a one were taken and imprisoned at York by our command on such a day and detained eight days as is said. And therefore we command you that the said such (the warrantor) do not lose in any respect as to such (the demandant) because of his or his attorneys' absence.'

¹ In accordance with *T*.

¹*Denom.* Les atornes furent pas enprisonnes cel iour prest etc.

Et non recipitur propter breue Regis. et qant la defaute fust issint saue. le proscs le demaundaunt fust salue *non obstante quod prius ad defaultam cepit precise.*

Secus est qant la defaute est saue par auerement. ou par alayement.¹

²*Denom* ³a la court. Suffrez³ qe ces attournez ne fussent pas enprisonnez.⁴

Et non recipitur propter breue domini Regis.

Et apres ceo qe la defaute fut etc.⁵ le demaundaunt wayua la defaute etc. et sauua son proces et fut receu *non obstante* ⁶qe auant se prist a la defaute.⁶

Sed secus est si la defaute eust este saue par auerement du pays^{7.2}

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 292. Northumberland.
Written by Fincham.

Robertus de Eslington alias in Curia hic scilicet in Octabis sancti Martini anno Regis nunc quarto per attornatum suum peciit uersus Idoniam que fuit vxor Roberti de Glantone nouem mesuagia, Centum et sexaginta et decem et septem acras terre et nouem acras prati cum pertinenciis in Whitingham et Thrountone vt ius etc per precipe in Capite etc Et vnde dixit, quod quedam Alma antecessor sua fuit seisita de predictis tenementis cum pertinenciis in dominico suo ut de feodo et Iure tempore pacis tempore Regis I. proau domini Regis nunc, Capiendo inde expletas ad valenciam etc. Et de ipsa Alma descendit ius etc. cuidam Willelmo ut filio et heredi. Et de ipso Willelmo quia obiit sine herede de se descendit ius etc. cuidam Elye ut fratri et heredi, et de ipso Elya quia obiit sine herede de se, descendit Ius etc cuidam Iohanni ut fratri et heredi etc Et de ipso Iohanne descendit ius etc cuidam Alano vt filio et heredi Et de ipso Alano descendit ius etc cuidam Iohanni ut filio et heredi. Et de ipso Iohanne descendit Ius etc isti Roberto qui tunc peciit vt filio et heredi etc. Et quod tale fuit Ius suum offerrebat (*sic*) etc.

Et Idonia per attornatum suum venit Et quo ad tria mesuagia et dimid(ium) quater viginti et duodecim acr(as) terre et tres acras prati de

¹⁻¹ From *P.* ²⁻² From *C.* Compared with *T.* ³⁻³ la curt pout
soeffrir *T.* ⁴ *Add:* cel iour *T.* ⁵ issint sauc *T.* ⁶⁻⁶ quod prius
cepit ad defaultam precise *T.* ⁷ *du pays* is omitted in *T.*

Denom. The attorneys were not taken on that day. Ready etc.

And this is not received because of the King's writ, and when the default had thus been saved, the process was saved for the demandant although before then he had betaken himself strictly to the default.

(It is) otherwise when the default is saved by averment or by wager of law.

Denom. (to the Court). Allow (me to say) that his attorneys were not imprisoned.

And it is not received because of the King's writ.

And after the default had been etc., the demandant waived the default etc. and saved his process and was received notwithstanding that before he had betaken himself to the default.

But it is otherwise if the default were saved by averment of the country.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 292. Northumberland.
Written by Fincham.

Robert of Eslington¹ did before now, in this Court, to wit, on (November 18, 1310) the octaves of Martinmas in the fourth year of the present King demand by his attorney against Edene² wife that was of Robert of Glanton, nine messuages, one hundred and seventy-seven acres of land, and nine acres of meadow with the appurtenances in Whittingham and Thrunton as his right etc. by a *precipe in capite* etc., and concerning this matter he said that one Alma his ancestress was seised of the said tenements with the appurtenances in her demesne as of fee and right in time of peace in the time of King John great-grandfather of our Lord the present King, taking thereof the esplees to the value etc. And from that Alma the right etc. descended to one William as son and heir, and from that William because he died without heir of his body the right etc. descended to one Ellis as brother and heir, and from that Ellis because he died without heir of his body, the right etc. descended to one John as brother and heir etc., and from that John the right etc. descended to one Alan as son and heir, and from that Alan the right etc. descended to one John as son and heir, and from that John the right etc. descended to this Robert who now demands as son and heir etc. And that such was his right he offered etc.

And Edene came by her attorney, and as to three messuages and a half, ninety-two acres of land and three acres of meadow of the said tenements,

¹ He is mentioned as coroner for the county of Northumberland in 1309 and as having brought a suit against John, son of Robert de Glanton, in 1312 (see next note; *Cal. Close* 1307-13, pp. 166, 504).

² She was given licence in 1308 to marry again (*Cal. Pat.* 1307-13, p. 57);

she held in dower part of the manor of Whytingham (*Cal. Pat.* 1307-13, p. 402). In 1312 she vouched John, son of Robert de Glanton, to warranty against Robert de Esselington, concerning 9 messuages etc., as in Note from the Record, so that he was not to be held in default (*Cal. Close* 1307-13, p. 504).

Note from the Record—continued.

predictis tenementis, alias dixit quod ipsa tenet tenementa illa in dotem de dono predicti Roberti quondam viri etc de hereditate Iohannis filii et heredis eiusdem Roberti de Glantone. Et in forma illa voc(auit) ipsum Iohannem inde ad war(antum) etc. Et quo ad residuum etc dixit quod idem Robertus quondam vir etc diu ante desponsalia dedit illud residuum ipsi Idonie, Tenendum sibi et heredibus de corpore suo exeuntibus. Ita quod si obiret sine herede de corpore suo exeunte, tenementa illa reuenterentur ad ipsum Robertum de Glantone et heredes suos, et in forma illa vocauit eundem Iohannem de residuo illo ad war(antum) etc.

Qui tunc venit per sum(monicionem) etc per attornatum suum et ei war(antizauit) etc in forma predicta Et defendit Ius suum qu(ando) etc Et dixit quod predicta tenementa dudum fuerunt in seisinā cuiusdam Willelmi de Flaumuille, qui de tenementis illis obiit seisitus in dominico suo ut de feodo, cui successerunt quedam Alicia. Cristiana et Constancia ut sorores etc eo quod idem Willelmus obiit sine etc. Et de predicta Alicia exiuit quidam Thomas. Et de ipso Thoma, quidam Michael etc. Et de ipso Michaele, quedam Isabella. Et de ipsa Isabella quidam Henricus ut filius et heres qui superstes est. Et de ipsa Cristiana exiuit quidam Iohannes. Et de ipso Iohanne, quidam Robertus. Et de ipso Roberto. Iste Iohannes filius Roberti, qui War(antizauit) etc. vnde dixit quod ipse tenuit predicta tenementa in partem simul cum predicto Henrico filio Isabelle, de hereditate predicti Willelmi de Flaumuille sine quo non potuit ei inde respondere etc Et peciit auxilium de ipso Henrico etc.

Et Robertus dixit quod predictus Iohannes auxilium de predicto Henrico habere non debuit in hac parte. Quia dixit quod predictus Willelmus communis antecessor etc. nuncquam fuit seisitus de predictis tenementis etc nec inde obiit seisitus in dominico suo ut de feodo sicut idem Iohannes dixit. Et hoc peciit, quod inquirebatur (*sic*) per patriam.

Et Iohannes similiter

Ideo preceptum fuit vicecomiti quod venire faceret apud Ebor(acum), a die Pasche in vnum mensem xii etc. per quos etc. Et qui nec etc. Quia tam etc.

Ita quod continuato hinc inde processu vsque a die sancte Trinitatis in xv dies proximo preteritos venit predictus Robertus de Eslington per attornatum suum et optulit se uersus predictum Iohannem filium et heredem Roberti de Glantone quem predicta Idonia voc(auit) ad war(antum) etc. de predicto placito.

Et ipse non venit Ita quod tunc preceptum fuit vicecomiti quod caperet predicta tenementa in manum domini Regis etc. Et quod sum(moneret) eum quod esset hic ad hunc diem scilicet In Crastino sancti Martini. auditurus inde iudicium etc.

Et vicecomes modo mand(at) quod predicta tenementa capta sunt in manum domini Regis. Et quod ipse sum(monuit) etc.

Et modo ven(it) tam predictus Iohannes filius Roberti, quam predictus Robertus de Eslington, per attornatos suos.

Et predictus Robertus petit iudicium de predicta defalta.

Note from the Record—*continued.*

she said before now that she holds these tenements in dower by the gift of the said Robert sometime (her) husband etc., of the inheritance of John, son and heir of the said Robert of Glantone, and in that form she vouched the said John to warranty in this matter etc. And as to the residue etc. she said that the same Robert sometime (her) husband long before the marriage gave that residue to her, Edene, to hold to herself and to the heirs issuing of her body, so that if she were to die without heir issuing of her body, those tenements should revert to the said Robert of Glantone and to his heirs, and in that form she vouched the same John to warranty as to that residue etc.

And upon the summons etc. John came then by his attorney and warranted her etc. in the said form, and defended his right when etc., and said that the said tenements were at one time in the seisin of one William of Flaumville who died seised of those tenements in his demesne as of fee, and who was succeeded by one Alice, Christiana, and Constance, as sisters etc., because the said William died without etc. And from the said Alice there issued one Thomas, and from that Thomas one Michael etc., and from that Michael one Isabel, and from that Isabel one Henry as son and heir, who is still alive. And from the said Christiana there issued one John, and from the said John one Robert, and from the said Robert this John the son of Robert who warrants etc., wherefore he said that he was holding the said tenements in his purparty together with the said Henry the son of Isabel, of the inheritance of the said William of Flaumville, and without him he could not answer him in this matter etc., and he prayed aid of the said Henry etc.

And Robert said that the said John ought not to have aid of the said Henry in this matter, for he said that the said William the common ancestor etc. was never seised of the said tenements etc., nor did he die seised thereof in his demesne as of fee, as the said John said, and he prayed that that be inquired by the country.

And John likewise.

Therefore the Sheriff had been commanded that he cause to come to York in one month from Easter twelve etc., by whom etc., and who were neither etc., because both etc.

So that the process in this matter having been thence continued until the quindene of Holy Trinity last past there came the said Robert of Eslington by his attorney and presented himself against the said John son and heir of Robert of Glantone whom the said Edene had vouched to warranty etc., in the said plea.

And he did not come, so that at that time the Sheriff was commanded to take the said tenements into the hand of our Lord the King etc., and to summon him to be here at this day, to wit, on (November 12) the Morrow of Martinmas, to hear judgment in this matter etc.

And the Sheriff now sends word that the said tenements are taken into the hand of our Lord the King, and that he summoned etc.

And now comes as well the said John the son of Robert, as the said Robert of Eslington, by their attorneys.

And the said Robert demands judgment of the said default.

Note from the Record—*continued.*

Et Iohannes dicit quod defalta illa ei preiudicare non debet etc. Dicit enim quod ipse et Iohannes de Throptone attornatus ipsius Iohannis filii Roberti, die Martis proximo ante predictam quindenam sancte Trinitatis, et per octo dies proximo sequentes per preceptum domini Regis apud Ebor(acum) capti fuerunt et in prisona Regis ibidem detinebantur. Ita quod ad diem illum hic etc interesse non potuit. Et profert breue domini Regis Iusticiariis hic, que (*sic*) hoc testatur, in hec verba.

Edwardus dei gracia Rex Anglie Dominus Hibernie et Dux Aquitanie dilecto et fideli suo Willelmo de Bereford(e) et sociis suis Iusticiariis de Banco salutem. Sciatis quod Iohannes filius Roberti de Glantone et Iohannes de Throptone attornatus eius quem loco suo attornauerat in loquela que est coram vobis in Banco predicto inter Robertum de Esselington et prefatum Iohannem filium Roberti, quem Idonia que fuit vxor Roberti de Glantone per auxilium Curie nostre uersus prefatum Robertum de Esselington vocauit ad war(antu)m de nouem mesuagiis Centum et sexaginta et decem et septem acris terre et nouem acris prati cum pertinenciis in Whitingham et Thrountone et qui ea ei warantizauit vt dicitur, capti fuerent apud Ebor(acum) die Martis proxima ante Quindenam sancte Trinitatis proximo preteritam per preceptum nostrum ob certas causas et ab eodem die per octo dies proximo sequentes ibidem in prisona detinebantur per quod in dicta quindena coram vobis in Banco predicto, interesse non potuerunt ad loquelam illam defendendam. Nos pro bono seruicio quod Iohannes filius Roberti nobis hactenus impendit, volentes ipsius indempnitati prospicere in hac parte, vobis mandamus quod predictus Iohannes filius Roberti propter ipsius vel attornati sui absenciam ad diem predictum non ponatur in defaltam nec in aliquo sit perdens. Teste me ipso apud Westmonasterium xv die Iulii anno regni nostri sexto.¹

Vnde petit quod racione defalte predictae ei non preiudicetur in hac parte.

Et Robertus de Eslington dicit quod predictus Iohannes filius Roberti ad predictam Quindenam sancte Trinitatis fuit ad domum suam apud Glantone in Comitatu predicto et sui Iuris ²Et hoc pretendit verificare sicut Curia² etc.

Et quia dominus Rex mandauit Iusticiariis his per breue suum quod predictus Iohannes filius Roberti propter ipsius absenciam vel attornati sui ad diem predictum non poneretur in defaltam, nec in aliquo esset perdens. ²videtur Curie quod predicta verificacio non est admittenda Ideo datus est dies partibus hic a die Pasche in tres septimanas, in eodem statu in quo fuerunt hic ad predictam quindenam sancte Trinitatis quando predictus

¹ See *Cal. Close* 1307-13, p. 504 (by the King).

² Interlined.

Note from the Record—*continued*.

And John says that the said default ought not to be prejudicial to him etc. For he says that he and John of Throptone, attorney of the said John the son of Robert, on (May 16, 1312) the Tuesday next preceding the said quindene of Holy Trinity, and for the eight days next following, by command of our Lord the King were taken at York and were detained in the King's prison there,¹ so that on that day he could not be present here etc. And he proffers the writ of our Lord the King to the Justices here, which witnesses this, in the following words :

Edward by the grace of God King of England, Lord of Ireland and Duke of Aquitaine, to his beloved and faithful William of Bereforde and his companions, Justices of the Bench, greetings. Know ye that John the son of Robert of Glantone and John of Throptone his attorney, whom he had put in his place in the cause which is before you in the said Bench between Robert of Esselington and the said John the son of Robert, whom Edene wife that was of Robert of Glantone by aid of our Court vouched to warranty against the said Robert of Esselington for nine messuages, one hundred and seventy-seven acres of land and nine acres of meadow with the appurtenances in Whittingham and Thrunton and who warranted them to her, as is said, were taken at York on the Tuesday next preceding the quindene of Holy Trinity last past, by our command for certain reasons, and from the said day for the eight days next following were detained there in prison, wherefore on the said quindene they could not be present before you in the said Bench to defend that cause. We wishing for the good service which the said John the son of Robert has hitherto been doing to us, to look after his indemnity in his respect, command you that the said John the son of Robert by reason of his or his attorney's absence on the said day be not put in default and be not the loser in any respect. Witness myself at Westminster on the fifteenth day of July in the sixth year of our reign.

Wherefore he prays that by reason of the said default he suffer no prejudice in this matter.

And Robert of Eslington says that the said John the son of Robert on the said quindene of Holy Trinity was at his house at Glanton in the said county, and was free (*sui iuris*). And this he offers to aver as the Court etc.

And because our Lord the King has commanded the Justices here by his writ that the said John the son of Robert by reason of his or his attorney's absence on the said day be not put in default and be not the loser in any respect, it seems to the Court that the said averment is not to be admitted (etc.). Therefore a day was given to the parties here in three weeks from Easter in the same state in which they were here on the said quindene of

¹ 'Taken' relates to the day: 'detained' to the day and the following days.

Note from the Record—*continued.*

Iohannes fecit defaultam etc. Et preceptum est vicecomiti quod habeat corpora Iuratorum quorum nomina ad predictam quindenam retornata fuerunt, hic ad prefatum terminum etc.

Postea continuato hinc inde processu inter partes etc vsque a die sancti Michaelis in xv dies anno regni domini Regis nunc Nono, tunc remansit loquela sine die per proteccionem domini Regis factam predicto Iohanni, qui tunc morabatur in obsequium Regis in marchia Scocie ¹duratur(am) vsque ad festum Pasche proximo sequens¹ et postea resum(monebatur) hic in crastino ascensionis domini proximo sequens (*sic*).

Et tunc venit predictus Robertus, et similiter predictus Iohannes filius Roberti de Glantone, per Nicholaum de Punchardoun attornatum suum.

Et idem Iohannes per licenciam redd(idit) predicto Roberto predicta tenementa, que war(antizauerat) etc.

Ideo consideratum est quod predictus Robertus recuperet inde seisinam suam uersus predictam Idoneam et eadem Idonea habeat de terra predicti Iohannis ad valenciam etc.

Et Idem Iohannes in misericordia.

107. ANON.²

Le³ tenaunt voucha agarr(antie) ⁴Robert de Waneford⁴ qe vint et voucha outre vn A.⁵ qe fist defaute ⁶etc. le grant Cape etc.⁷ le iour del grant Cape retourne autrefoitz fit defaute a ceo iour Roger⁷ se fist essoner etc. puis le demaundant se prist⁸ etc. et Roger⁷ ne vint pas ne A.⁵ par qel le petit Cape ad valenciam fust agarde uers Roger⁷ etc. et rien ne fust fait uers A.⁵

Et nota qe less(oiner)⁹ Roger⁷ fit retrere lesson(ie)¹⁰ etc. qe autrement seisine deterre vst estee agarde al demaundaunt sanz ceo qe Roger⁷ eust eu la value uers A⁵ *quia non fuit prosecut(u)s* ¹¹uers A. etc.¹¹

Et si ¹²lapparance delasson(er)¹² vst este recorde¹³ qant il fist retrere lesson(er) et vst feit defaute apres ceo serroyt dit *q(uod) recessit in contemptum Curie* etc.

¹⁻¹ Interlined. ² From *T.* Compared with *C.* *P.* ³ Nota le *C.*
⁴⁻⁴ vn A. *C.* Roger Wamforde *P.* ⁵ B. *C.* ⁶⁻⁶ Om. *C.* *P.* ⁷ A. *C.*
⁸ profrit *C.* profrist *P.* ⁹ lessoneour *C.* le esson' *P.* ¹⁰ lassoyne *C.*
¹¹⁻¹¹ presens *C.* prest *P.* ¹²⁻¹² la prescec' lassoneour *C.* ¹³ acorde *C.*

Note from the Record—*continued*.

Holy Trinity when the said John made default etc. And the Sheriff was commanded that he have the bodies of the jurors whose names had been returned at the said quindene, here at the said term etc.

Afterwards the process in this matter having been continued thence between the parties etc. until (October 13, 1315) the quindene of Michaelmas in the ninth year of our Lord the present King, the cause remained then without day by the protection of our Lord the King given¹ to the said John, who was then in the March of Scotland in the service of the King, to remain until the Feast of Easter next following, and then (the cause) was summoned again here on the Morrow of Ascension of the Lord next following etc.

And then came the said Robert, and likewise the said John the son of Robert of Glantone, by Nicolas of Punchardoun, his attorney.

And the said John, by leave, rendered to the said Robert the said tene-ments which he had warranted etc.

Therefore it was considered that the said Robert recover his seisin thereof against the said Edene and let the said Edene have of the land of the said John to the value etc.

And the said John in the mercy.

107. ANON.

The tenant vouched to warranty Robert of Waneford who came and vouched over one A, who made default etc. The grand *cape* etc. On the day when the grand *cape* was returned he once more made default, on that day Roger² caused himself to be essoined etc. Afterwards the demandant betook himself etc., and Roger did not come, neither did A, wherefore the petty *cape ad valenciam* was awarded against Roger etc., and nothing was done against A.

And note that the essoiner of Roger caused the essoin to be withdrawn etc., for otherwise seisin of land would have been awarded to the demandant without Roger being entitled to recover the value against A because he was non-suited against A etc.

And if the appearance of the essoiner had been recorded when he caused the essoin to be withdrawn, and (if) afterwards he had made default, it would be said that he withdrew in contempt of the Court etc.

¹ Or: made out.

² Roger and Robert are evidently the same person—the first warrantor.

108. ANON.¹

Nota bene dubitatur tamen.

Nota si bref seit porte vers le baroun et sa femme et funt defaute au premier ior. le graunt cape i(ssi)i et returne, le baron aparust la femme fit defaute.

Le demaundaunt pria seisine de tere pur ceo qe la defaute qe la femme fyt. fut la defaute le baron. et pur ceo qe la femme fut menable a la volunte le baron. le baron dyt qil fut soul tenaunt de mesme les tenemenz. et gagea la ley dil ent(er): et pria estre receu a defendre sa tenaunce.

Et fuit admissus etc.

109. NOTE.²

Nota si le tenant vouche a garantie et le gar(antor) entre en la gar(antie) la resomounce irra t(antu)m vers le garr(antor) etc. et tot ne veigne le gar(antor) a ceo iour ceo nest mye p(er)il qe le tenant put voucher com auant etc.

110. THE KING v. THE BISHOP OF LINCOLN.
EX PARTE BLOXHAM.³

⁴*Querela de Episcopo pro falso returno.*⁴

Vn home sewist vn bref a vicomte qil leuast des teres et des chateux vn tiel etc. deners etc. le vicomte returna qil fust Clerk et qil nauoit nul lay fee etc.⁵ par quei le pleyntif pria bref al Euesqe etc.

Et habuit returnable as vtaues de seynt Michel a quel iour. leuesqe returna qil nauoit riens en sa dios(ese) de espirituales⁶ dount les deners purreynt estre leuez par quei le pleyntif sewyst defere venir Euesqe a respondre a Roi. et ala partie de⁷ son fause return. qe vynt et la partie fist sa demoustrance⁸ en ceste fourme. qil luy liuera le bref le Roi en la

¹ From G. ² From T. ³ From P. Compared with T. ⁴⁻⁴ Om. T.
⁵ Add: par qey il pout estre destreint T. ⁶ espirituall(es) T. ⁷ pur T.
⁸ Add: saunz co(un)tier T.

108. ANON.

Note well. Yet it is doubted.

Note ¹that a writ was¹ brought against the husband and his wife and they made default on the first day. The grand *cape* issued and was returned. The husband appeared, the wife made default.

The *demandant* prayed seisin of the land because the default which the wife did was the default of the husband, and because the wife was amenable to the husband's will. The husband said that he was sole tenant of the said tenements and waged the law as to the whole, and prayed to be received to defend his tenancy.

And he was admitted etc.

109. NOTE.

Note if the tenant vouch to warranty and the warrantor enter into the warranty the resummons will be against the warrantor only etc., and even if the warrantor do not come on that day there is no risk because the tenant can vouch as before etc.

110. THE KING *v.* THE BISHOP OF LINCOLN.
EX PARTE BLOXHAM.

Complaint against a bishop for a false return.

A man sued a writ to the Sheriff that he levy of the lands and of the chattels of such etc. money etc., and the Sheriff returned that he was a clerk and that he had no lay fee etc., wherefore the plaintiff prayed a writ to the Bishop etc.

And he had it, returnable on the octaves of Michaelmas, and on that day the Bishop returned that he had nothing of spiritualities in his diocese whereof the money could be levied. Therefore the plaintiff sued (a writ) to cause the Bishop to come to answer to the King and to the party for his false return. The Bishop came and the party made his demonstration in this form, that he (the plaintiff) delivered the King's writ to him, to John, Bishop of Lincoln,² in the

¹⁻¹ We have rearranged this particular passage according to the sentence, since it was begun in one way French text runs: 'if a writ be brought.' and ended in another way. This ² John Dalderby, 1300-20.

vile de Banneburi en la presence B. et A. a Iohan Euesque de ¹Nich(oles) le Iudy¹ procheyn apres² lassumpeioun de nostre dame returnable as vtaues de seynt Michel dreyn. qil dust auer leue des biens ³vn A.³ son Clerk etc. leuesque returna ceo malement et⁴ dit qe A. nauoit riens en sa dyos(ese) et nous vous dioms qil ad⁵ puis la liuere⁶ en sa diosese en tiel ville et en tiel ville et⁷ il⁸ persone de⁹ ij. Eglises etc.

Malm. Qil nous liuera le bref ¹⁰le Iudy¹⁰ procheyn auant la feste de seynt Michel returnable as vtaues etc. et neynt le Iudy¹¹ com il ad dist prest etc.

Denoun. Ceo nest mye issue de¹² ceo cas qil vous couynt dire qil nauoit riens en vostre dios(ese) puis la liuere de bref.

Inge. Si⁷ la'liuere du bref fust ¹³a B.¹³ quest en le Countee de Euerwyk¹⁴ et issi estes a vn.¹⁵ mes vous diuerset en le temps et si vous transuerset le iour et qe puis la liuere il auoit asset. et¹⁶ issi¹⁷ deux enquestes qe ceo qil auoit asset en sa dyos(ese) ceo est vn autre Countee.

Ber. Ou qe leuesque¹⁸ soit troue homme luy purra liuerer le bref le Roi et a vicomte auxi et si le returne soit faus si auera la partie lenquest del Countee ou il dist qele def(endaut) ad¹⁹ asset.

Malm. Qil nous liuera etc. le Iudy²⁰ procheyn deuant la feste seynt Michel. et qe puis A nauoit riens en nostre Dyos(ese) prest etc.

Denoun. Qe nous luy liuerames le bref le Iudy²⁰ *vt supra* et qe puis cel lyuere il auoit asset prest etc.

Et sic habuit breue vicecomiti vtriusque Comitatus quod venire faceret illos qui fuerunt presentes et preter illos .xii. de suis²¹ Comitatus.²²

¹⁻³ N. de Lundie T. ² auant le fest de T. ³⁻³ Will. T. ⁴ qil T. ⁵ auoit assez T. ⁶ Add: le bref en le Eueschie de D. et T. ⁷ Om. T. ⁸ qil est T. ⁹ Add: ceux T. ¹⁰⁻¹⁰ de Lundi T. ¹¹ Lundy T. ¹² en T. ¹³⁻¹³ de Bannebury T. ¹⁴ Oxenford T. ¹⁵ Add: deliuere T. ¹⁶ etc. T. ¹⁷ Add: auerez T. ¹⁸ lenqueste T. ¹⁹ auoit T. ²⁰ Lundy T. ²¹ Om. T. ²² Com(itatu) Oxon(iensi) etc. T.

vill of Banbury, in the presence of B and A, on the Thursday next following the Assumption of Our Lady, (the writ being) returnable on the octaves of Michaelmas last, (and the writ commanded) to levy of the goods of one Stephen of Segraue¹ his clerk etc.; the Bishop returned this wrongly and said that Stephen had nothing in his diocese, and we tell you that he had assets² since the delivery (of the writ), in his diocese, in such vill, and in such vill, and he is² parson of two churches etc.

Malberthorpe. Ready etc., that he delivered the writ to us on the Thursday next preceding Michaelmas, returnable on the octaves etc., and not on the Thursday as he has said.

Denom. That is not an issue in² this case for you must say that he had nothing in your diocese since the delivery of the writ.

*Inge.*³ The delivery of the writ took place at Banbury which is in the county of Oxford and thus you are at one ⁴as to the delivery,⁴ but you disagree as to the time and if you traverse the day and then (the statement) that since the delivery he had assets, thus ⁵you would have⁵ two inquisitions, for as to that that he had assets in his (the Bishop's) diocese, that is in a different county.⁶

BEREFORD C.J. Wherever the Bishop be found, one will deliver to him the King's writ, and likewise to the Sheriff, and if the return be false the party will have an inquisition from that county in which he says that the defendant has assets.

Malberthorpe. Ready etc. that he delivered to us etc. on the Thursday next preceding Michaelmas and that afterwards Stephen had nothing in our diocese.

Denom. Ready etc. that we delivered to him the writ on the Thursday (as above) and that since that delivery he had assets.

And thus he had a writ to the Sheriff of each of the two counties that he cause to come those who were present and, besides, twelve from their counties.

¹ He was parson of the church of Aylestone, near Leicester, January 1307 to June 1312 (*Cal. Pat.* 1301-7, p. 491; 1307-13, p. 464), and parson of Stowe in 1310 (*Cal. Close* 1307-13, p. 330); in January 1315 became Archdeacon of Essex (*Cal. Pat.* 1313-17, p. 214) and was a canon of St. Paul's; became Bishop of London in September 1318 (*Cal. Pat.* 1317-21, p. 211).

² Supplied from *T*.

³ This may also be INGE J., in which

case the hearing would have taken place in Hilary Term at the earliest.

⁴⁻⁴ Supplied from *T*, in which *deliuere* probably stands for *de liuere*.

⁵⁻⁵ Supplied from *T*.

⁶ There would have to be inquisitions from both counties. The whole statement of *Inge* has been somewhat recast according to the *T* version. In *P* there is an 'if' in the beginning of the statement, but it does not give a good sense and it is omitted in *T*.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 337 verso. Northamptonshire, Oxfordshire, and Lincolnshire. Written by Luding'.

Preceptum fuit vicecomiti quod cum nuper dominus Rex mandauerat Iohanni Episcopo Lincoln(ie) quod de bonis ecclesiasticis Stephani de Segraue persone ecclesie de Stowe clerici etc. in Dyocesi sua fieri faceret quater viginti et quindecim libras Et illas haberet hic in octabis sancti Michaelis proximo preteritis, ad reddendum Iohanni de Bloxham de debito centum librarum, quod idem Stephanus in Curia hic cogn(ouerat) se debere eidem Iohanni, Et vnde ei reddidisse debuit ad festum Natalis domini anno regni domini Regis nunc quarto, triginta libras Et ad festum Purificacionis beate Marie proximo sequens triginta libras Et ad festum Pasche proximo sequens quadraginta libras Et illas ei non dum etc Idem Episcopus in fauorem predicti Stephani et graue dampnum predicti Iohannis de Bloxham Iusticiariis hic ad diem illum mandauit quod predictus Stephanus nulla habuit bona ecclesiastica in Dyocesi sua de quibus predicti denarii fieri potuerunt, cum testatum sit hic quod idem Stephanus est persona de Stowe iuxta Flore et Aylestone iuxta leycestr(iam) in Dyocesi predicta, vbi idem Stephanus habet bona ecclesiastica ad suffic(ienciam) vnde predicti denarii possunt etc. quod venire faceret hic ad hunc diem predictum Episcopum tam domino Regi quam predicto Iohanni de Bloxham inde responsurum etc. Et vnde idem Iohannes queritur quod cum ipse die Iouis proxima post festum assumptionis beate Marie anno regni domini Regis nunc sexto apud Bannebury in Comitatu Oxon(iensi) in presencia Iohannis Bithethircheye Willelmi de Hakeburne Nicholai de Etyndone et Roberti de Harewelle de eodem Comitatu Oxon(iensi) liberasset predicto Episcopo predictum breue Regis de fieri faciendo de bonis ecclesiasticis etc retornabile in octabis sancti Michaelis proximo preteritis Qui quidem Episcopus potuit inuenisse de bonis ecclesiasticis ipsius Magistri Stephani apud Stowe parua Stowe et Netherheyford in predicto Comitatu Norh(amp)t(one) et ad ecclesiam ipsius Magistri Stephani de Aylestone in comitatu leyc(estrie) in Diocesi sua, De quibus bonis ecclesiasticis idem Episcopus leuasse potuit etc et denarios inde ad prefatas octabas sancti Michaelis, coram Iusticiariis hic habuisse, si volebat: predictus Episcopus in fauorem ipsius Magistri Stephani ad easdem octabas sancti Michaelis, hic retornauit, quod idem Magister Stephanus postquam predictum breue Regis sibi liberatum fuit, nulla habuit bona ecclesiastica in Diocesi sua etc vt predictum est, in contemptum mandati Regis predicti, vnde dicit quod deterioratus est, et dampnum habet ad valenciam Centum marcarum. Et inde producit sectam etc.

Note from the Record.

De Banco Roll 195a, Mich. 6 Edw. II., membr. 337 verso. Northamptonshire, Oxfordshire, and Lincolnshire. Written by Luding'.

The Sheriff had been commanded that whereas our Lord the King had before now sent word to John Bishop of Lincoln, that from the ecclesiastical goods of Stephen of Segraue, parson of the church of Stowe, clerk etc. in his diocese, he cause to be levied ninety-five pounds and that he have them here on (October 6, 1312) the octaves of Michaelmas last past, to be rendered to John of Bloxham¹ for a debt of one hundred pounds which the said Stephen had recognised in this Court that he owed to the said John, and of which he ought to have rendered to him at the Feast of the Nativity of our Lord in the fourth year of the reign of our Lord the present King thirty pounds, and at the Feast of Purification of Blessed Mary next following thirty pounds, and at the Feast of Easter next following forty pounds, and has not yet to him etc.,—the said Bishop, favouring the said Stephen and to the grave detriment of the said John of Bloxham, sent word to the Justices here on that day that the said Stephen had no ecclesiastical goods in his diocese from which the said money could be made, while (in reality) it is certified here that the said Stephen is parson of Stowe² and Aylestone near Leicester in the said diocese, where the said Stephen has sufficient ecclesiastical goods from which the said money could etc., (therefore) he (the Sheriff) cause to come here at this day the said Bishop to answer as well to our Lord the King as to the said John of Bloxham in this matter etc. And concerning this matter the said John complains that whereas on (August 17, 1312) the Thursday next following the Feast of Assumption of Blessed Mary in the sixth year of the reign of our present Lord the King at Banbury in the county of Oxford in the presence of John Bithethircheye, William of Hakeburne, Nicolas of Etyndone, and Robert of Harewelle from the said county of Oxford he delivered to the said Bishop the said writ of the King as to causing to be levied of the ecclesiastical goods etc., returnable on the octaves of Michaelmas last past, and³ (whereas) the said Bishop could have found ecclesiastical goods of the said Master Stephen at Stowe, Little Stowe, Nether Heyford, in the said county of Northampton, and at the church of the said Master Stephen in Aylestone in the county of Leicester in his diocese, and (whereas) from those ecclesiastical goods the said Bishop could have levied etc., and could have had the money thence on the said octaves of Michaelmas before the Justices here, if he had wanted to,—the said Bishop, favouring the said Master Stephen, did return here on the said octaves of Michaelmas that since the said King's writ had been delivered to him the said Master Stephen had no ecclesiastical goods in his diocese etc., as was said before,—in contempt of the said order of the King, whereby he (John) says that he has suffered loss and has damage to the value of one hundred marks. And as to this he produces suit.

¹ Cf. *Year Book*, xiii. 36.

² It is difficult to trace Stowe iuxta Flore. It is probably Stowe Nine Churches (or Church Stowe) in North-

amptonshire. Places called both Stowe and Stow can be found in Lincolnshire.

³ The sentence is very clumsy and has been somewhat recast.

Note from the Record—*continued.*

Et Episcopus per attornatum suum venit. Et defendit vim et iniuriam quando etc. et quicquid est in contemptum mandati regii etc. Et vbi predictus Iohannes dicit quod ipse liberauit eidem Episcopo predictum breue Regis die Iouis proxima post predictum festum Assumpcionis etc: Dicit reuera et bene concedit quod idem Iohannes, apud Bannebury, predictum breue Regis. eidem Episcopo liberauit, die dominica proxima ante predictum festum sancti Michaelis, in presencia Magistri Thome de Luda, Roberti de Malteby, Willelmi de Arderne Thome de Haxay et Thome de Rande, de comitatu Lincoln(ie), et in presencia Ade de la Fenne, Roberti de Swafeld et Willelmi de Brune de Comitatu Oxoniensi, et non predicto die Iouis proxima (*sic*) post predictum festum Assumpcionis etc. Et bene defendit quod a predicta die dominica, qua predictum breue ei liberatum fuit, vt predictum est, vsque prefatas octabas sancti Michaelis proximo sequentes, quando idem breue retornatum fuit, non potuit inuenisse aliqua bona ecclesiastica ipsius Magistri Stephani, in predictis locis, de quibus predictos denarios fieri fecisse potuit. Et quod predictum breue sibi liberatum fuit predicta die dominica etc. pretendit verificare etc.

Et Iohannes de Bloxham dicit. quod ipse liberauit eidem Episcopo predictum breue, dicto die Iouis proxima (*sic*) post festum Assumpcionis etc. in presencia etc vt predictum est. et non predicta die Dominica etc sicut predictus Episcopus dicit Et hoc petit quod inquiratur per patriam.

Et Episcopus similiter.

Ideo preceptum est vicecomitibus¹ Oxon(ie) et Linc(olnie) quod ²utroque eorum² venire faciat illos de balliua sua in quorum presencia etc hic a die Pasche in xv dies Et predicto vicecomiti Oxon(ie) quod preter illos venire faciat hic³ prefatum terminum xii etc per quos etc Et qui nec etc Quia tam etc.

111. ANON.⁴I.⁵

Fyn de tenemenz done(z) en fee taille ou il ne pout tener des chiefs seignurs.

Vn homme vousit auer rendu tenemenz en fee taille a vn Richard et a Maude sa femme et a les heirs du corps Richard engendrez atener du chief seignurages. reseruant la reuersion a ly memes.

Herui. Il couent qil tiene de son feffour. qe autrement ne receueroms pas.

Et sic fecit.

¹ This word is represented by *vic* on the line and by an interlined *b*. ²⁻² Interlined. ³ *Suppl.* ad. ⁴ Reported by F, X. ⁵ From F.

Note from the Record—continued.

And the Bishop comes by his attorney, and defends force and wrong when etc., and whatever is in contempt of the royal order etc. And whereas the said John says that he delivered the said writ of the King to the said Bishop on the Thursday next following the Feast of Assumption etc.: he says indeed and does well grant that the said John, at Banbury, delivered to him the said Bishop the said writ of the King on (September 24, 1312) the Sunday next preceding the said Michaelmas, in the presence of Master Thomas of Luda, Robert of Malteby, William of Arderne, Thomas of Haxay, and Thomas of Rande from the county of Lincoln and in the presence of Adam de la Fenne, Robert of Swafeld, and William of Brune from the county of Oxford, and not on the said Thursday next after the said Feast of Assumption etc. And he does deny that between the said Sunday, on which the said writ was delivered to him (as was said before), and the said octaves of Michaelmas next following, when the said writ was returned, he could have found any ecclesiastical goods of the said Master Stephen in the said places, from which he could have caused the said money to be levied. And he offers to aver that the said writ was delivered to him on the said Sunday etc.

And John of Bloxham says that he delivered the said writ to the said Bishop on the said Thursday next after the Feast of Assumption etc., in the presence etc. (as was said before), and not on the said Sunday etc., as the said Bishop says: And he prays that this be inquired by the country.

And the Bishop likewise.

Therefore the Sheriffs of Oxfordshire and Lincolnshire were commanded that each of them cause to come here on the quindene of Easter those from his bailiwick in whose presence etc., and the said Sheriff of Oxfordshire was commanded that apart from those he cause to come here (at) the said term twelve etc., by whom etc., and who are neither etc., because both etc.

111. ANON.

I.

Fine as to tenements, given in fee tail, where he could not hold of the chief lords.

A man wanted to render tenements in fee tail to one Richard and to Maud his wife and to the heirs of the body of Richard begotten, to hold of the chief lords, reserving the reversion to himself.

STANTON J. He must hold of his feoffor, for otherwise we shall not receive (the fine).

And so he did.

II.¹

Fyn refuse.

Vn homme rendi tenemenz en fee taille sauuant la reuersion al doner a tenir del chief seignur et ne feust mie receu a tenir del chief seignur etc.

112. ANON.²

En play de terre quitecl(amance) fut dedit et atteint faus et dampne et rebaille a la partie *non obstante* qe lenqueste pust estre atteinte.

113. ANON.²

Nota qe vne femme qe fust nome en le bref fust receu a defendre etc. par la def(aute) son baroun. et pus fist def(aute) par quoi seisine fut agarde.

114. ANON.²

Migg. Il ad vouche com tenant en fee simple et le fait veot terme de vie Rossell in *ex(cepci)o cassata etc.*

115. ANON.²

Denom. Nous ne preign(om)s pas ses auers en tiel lieu ne iour ne an etc. com il ad counte prest etc.

Et alii econtra.

¹ From X.

² From T.

II.

Fine refused.

A man rendered tenements in fee tail, saving the reversion to the donor, to hold of the chief lord. And he was not received to hold of the chief lord etc.

112. ANON.

In a plea for land a quitclaim was denied and attainted as false and condemned and given back to the party, notwithstanding that the inquisition could have been attainted.

113. ANON.

Note that a woman who was named in the writ was received to defend etc., by the default of her husband. And then she made default, wherefore seisin was awarded.

114. ANON.

Miggeley. He vouched as tenant in fee simple, and the deed contains term of life (of) Rossell. (Therefore) the exception (was) quashed etc.¹

115. ANON.

Denom. ²We did not take his beasts in such a place or (on such a) day or (in such a) year as he counted. Ready etc.

Issue joined.²

¹ This note is not clear. It is probably a fragment which got into the book by accident. Perhaps an exception taken by Russel (the narrator) was meant.

²⁻² This formula was put in probably as a joke, because it is so well known and generally used in the Year Books that there seems to be little reason why the reporter should specially note it.

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MICHAELMAS TERM, 6 EDWARD II. (*continued*).

72. *The Abbot of Peterborough v. Yar-*
mouth 1

In a writ of entry the tenant said that he was not tenant of the whole of the demand, and afterwards brought the King's protection. The demandant sued the resummons as to that which the tenant had acknowledged and not as to the whole which was contained in the original. Notwithstanding this, the resummons was awarded good.

73. *Dalderby v. Northe* 6

A writ was abated because it left uncertain which one of three villis of the same name situated in the county was meant by the demandant.

74. *Russel v. Wombestronge* 9

In an action based on a writ of entry the tenant made default, and his sister prayed to be received to defend her right, alleging that the tenant had only freehold for life because, while both sisters were enfeoffed jointly by charter, only the issue of the one who claimed to be received was mentioned. The demandant objected that the sister of the tenant could not claim a reversion or a remainder as the charter produced amounted to joint feoffment. Eventually the parties agreed to take issue on the question whether only one sister was enfeoffed of the tenancy or both.

75. *Stoke v. Doyby* 20

It was pleaded against a writ of entry on disseisin that the demandant's father had been guilty of felony and beheaded while in flight. The plaintiff replied that his ancestor had not been attainted by judgment. Held, that the felony was sufficiently established by the rolls of the coroner and the presentation of twelve men to the justices in Eyre.

76. *Scargil v. The Abbot of Roche* 27

An action of entry on disseisin was barred by a charter of feoffment made by the ancestor of the demandant.

77. *Beauver v. The Abbot of St. Albans* 32

In a plea of entry on disseisin the tenant avowed his entry, and justified it by producing a lease of the tenement in fee-farm to the tenant's father on condition of keeping the tenement in proper order and paying a rent, failing which the lessor was entitled to recover the tenement. The demandant replied that the Abbot could recover without delivery, and that the deed did not empower the lessor to re-enter. The Court accepted the construction of the document proposed by the tenant.

78. *Berkele v. Louel* 41

In a plea of entry on disseisin the lord of a liberty intervened and claimed

his Court, which was conceded to him. The demandant challenged an essoin allowed by the Court of the Liberty, and purchased a re-summons to the Bench. There he alleged that the Court of the Liberty had failed to do justice on account of the essoin, but it was held by the Bench that he had recognized the jurisdiction of the Liberty by pleading in it after the purchase of the writ of re-summons.

79. Engleys v. Vinter 46

In a plea of entry on disseisin the tenant pleaded in abatement of the writ on the ground that the husband of the tenant was joint-tenant with her, and that they would lose their warranty if she were to be impleaded alone.

80. Baynard v. Pennerel 49

In a plea of entry on disseisin the tenant pleaded that his father had recovered the tenements in dispute against the demandant's father by the verdict of an assize. It was replied by the demandant that his claim was based on the seisin of his ancestor long before the assize. The possibility of this seems admitted by the justices, but no award is extant.

81. Amecotes v. Rodenesse 59

In a plea of entry on disseisin, the tenants pleaded in abatement of the writ, because one-third of the tenements in demand had previously been adjudged as dower to a woman. The writ was held good by the justices, because the tenants were possessed of the whole on the day when the writ was purchased.

82. The Master of the Hospital of St. John the Baptist of Redcliffe v. Perceual 61

The tenant in an action of entry on disseisin in the *post* sought to

abate the writ because it ought to have been conceived in the *per*. Issue was joined on the question whether there had been four or three degrees after the supposed disseisin.

83. Dunheued v. Bereford 64

In a plea of entry on alienation by the husband during coverture (*cui in vita*) the wife of the tenant was admitted to defend her right on default of her husband. She pleaded to the writ conceived against a supposed claim of right, while she only claimed freehold for life. Counsel for the demandant replied that she was received to defend her right and not to abate the writ, but eventually this objection was waived, and leave was asked to amend the writ.

84. Whepsted v. Croft 69

In a *cui in vita* the tenant prayed aid from the reversioner. The demandant replied that the reversioner was outside the degrees. The Court allowed aid because the tenant's estate was too slight for the defence of fee and right.

85. Lyndesey v. Rannes 79

In a *cui in vita* the tenant pleaded to the writ because it was inconsistent in naming the tenant—it mentioned her first husband in the *precipe* and her second husband in the summons. Nevertheless, the Court held the writ to be good.

86. Waleys v. Eynulle 81

In a *cui in vita* the tenant prayed aid from the stepson of the demandant because she had nothing but a tenancy for life in a fee-tail of which the reversion belonged to the aforesaid stepson. It was replied on behalf of the demandant that the fee-tail gave the tenant fee and right. The Court granted the aid.

87. *Anon.* 85

In a *cui in vita* the tenant relied on a judgment in a former case between the predecessors of the litigants. The Court reserved judgment because the application of Stat. Westm. II. cap. 4 and Stat. Glouc. cap. 4 did not seem clear.

88. *Neulle v. Wrattone.* 86

A tenant by curtesy prayed aid from his deceased wife's heir, who was within age, and was admitted, because the tenant was not a purchaser and had received the tenement before Stat. Westm. II. cap. 40.

89. *Haverington v. Harpur and Banes* . 88

In a writ of intrusion the tenant made default, whereupon a third party prayed to be admitted to defend his right on the ground that the tenant had nothing in the tenements but by his lease. He was unable to produce the deed, and offered an averment. This was allowed by the Court.

90. *Lucy v. Plukenet* 92

In a writ of entry on intrusion the tenant pleaded that she held by a reversion which had been granted to her. She was received to aver the assignment without producing specialty. It would have been different if she were demanding the tenements.

91. *Anon.* 98

In an action for intrusion, it was found by an inquisition that the attornment of a tenant for a rent even without fealty entitled the lord to claim the reversion.

92. *Melsamby v. Knetone* 99

In a writ of entry on intrusion the tenant answered that she held the tenements by the grant of the demandant. The latter replied that the tenant had changed her estate

and had taken back the tenements to hold for life from a stranger to whom she had alienated them in fee. Therefore action was taken in accordance with the Statute of Gloucester, cap. 7.

93. *Berkley v. Iweyn* 104

In a plea of entry the tenant's wife was received to defend her right upon default of the husband, and produced a quitclaim which was denied by the demandant.

94. *Anon.* 104

In a *cessavit* the inquest was charged a second time to ascertain the amount of damages.

95. *Bole v. Eylesworthe* 105

In formedon the tenant made default. Her son intervened and prayed to be received to defend his right, but was not admitted because he only had a freehold for life. Seisin was awarded to the demandant, and a former decision reversed for error in procedure.

96. *Anon.* 109

In a plea of formedon one can vouch an infant within age without showing specialty. It would be otherwise in a writ of dower.

97. *Winchester and Others v. Gold-
yngtone* 110

In a plea of formedon a rent was claimed, but the action was barred as to the greater part of the rent by a fine levied before the Statute of Westminster II.

98. *Penebrugge v. Penebrugge* . . . 113

In formedon in the reverter the tenant put forward a grant in fee simple with warranty. The demandant was not received to an averment of his writ without acknowledging or denying the deed.

99. Anon. 116

In a *scire facias* on a fine the tenant was received to aver that he had been seised both before and after the fine.

100. Note. 117

A man who has received an outlaw will not be hanged if the outlaw's offence is not a felony.

101. Anon. 117

The tenant was refused a view of the land because he had failed to appear in time when the view had been granted a first term.

102. Anon. 118

The wording of a final concord had to be amended by order of the Court.

103. Tyeys v. Lynthewayte . . . 119

Dispute as to the day when land had been taken over by the Sheriff. The term for replevying the land depended on the issue.

104. Anon. 120

The record of a fine allowed by the Court was vouched by the tenant, although the quitclaim itself was not produced.

105. Anon. 121

A woman who held in fee after the death of her husband was refused aid from the issue of her husband, because she could answer by herself.

106. Eslington v. Glantone . . . 121

The default of a warrantor was saved by the production of a royal writ witnessing that the warrantor's attorneys had been imprisoned for eight days and thus prevented from attending the Court in time.

107. Anon. 125

A petty cape *ad valenciam* was awarded to the tenant against a

warrantor who had made default after default.

108. Anon. 126

The husband of a woman who had made default after default was admitted to plead that he was sole tenant of the tenements in demand.

109. Note. 126

If the warrantor makes default after having entered into the warranty the tenant may vouch him again.

110. The King v. The Bishop of Lincoln 126

The Bishop was accused of having made a false return in the case of a clerk from whose spiritualities the Sheriff had to levy the value of a debt. An inquisition found that the clerk had assets in the diocese although the Bishop had reported that he had none.

111. Anon. 129

As regards a fine, it is required by the justices that the tenements should be held of the feoffor and not of the chief lord.

112. Anon. 130

In a plea of land a quitclaim was rejected and given back to the party.

113. Anon. 130

A woman was received to defend her right by the default of her husband, yet made default herself.

114. Anon. 130

An exception based on vouching a tenant in fee simple was quashed because the deed mentioned term of life.

115. Anon. 130

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April 1921.

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- Vol. IV., for 1890. THE COURT BARON: PRECEDENTS OF PLEADING IN MANORIAL AND OTHER LOCAL COURTS. Edited, from MSS. of the 14th and 15th Centuries, by Professor F. W. MAITLAND and W. PALEY BAILDON. Crown 4to. Price to non-members, 28s.

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This volume deals with mediæval municipal life; the municipal development of a chartered borough with leet jurisdiction, the early working of the frankpledge system; and generally with the judicial, commercial, and social arrangements of one of the largest cities of the kingdom at the close of the 13th century.

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Vol. IX., for 1895. *SELECT CASES FROM THE CORONERS' ROLLS*, A.D. 1265-1413. Edited, from the Rolls preserved in the Public Record Office, by CHARLES GROSS, Ph.D., Professor of History, Harvard University. Crown 4to. Price to non-members, 28s.

The functions of the coroner were more important in this period than in modern times. The volume supplies interesting information on the history of the office of coroner, on the early development of the jury, on the jurisdiction of the Hundred and County Courts, on the collective responsibilities of neighbouring townships, on proof of Englishry, and on the first beginnings of elective representation.

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and the gradual separation of the two ; on the early jurisdiction of the Chancery, its forms and procedure, and on the development of the principles of Equity.

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This volume is in continuation of Vol. VI., and covers the reigns of Edward VI., Mary, and Elizabeth : the period of the greatest importance of the Admiralty Court, and of its most distinguished judges, Dr. David Lewes and Sir Julius Cæsar. It illustrates the foreign policy of Elizabeth, the Armada, and other matters and documents of general historical interest. The Introduction treats of the Court from the 14th to the 18th century, with references to some State Papers not hitherto printed or calendared.

- Vol. XII., for 1898. SELECT CASES IN THE COURT OF REQUESTS, A.D. 1497-1569. Edited, from the Rolls preserved in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The origin and history of this Court have not hitherto been fully investigated. Established by Henry VII. under the Lord Privy Seal, as a Court of Poor Men's Causes, and developed by Cardinal Wolsey, its valuable records illustrate forcibly the struggle between the Council and the Common Law Courts ; the development of equity procedure and principle outside the Chancery ; the social effect of the dissolution of the monasteries and the raising of rents ; the tenure of land ; the rights of copyholders ; the power of guilds ; and many other matters of legal and social interest. The Introduction covers the whole history of the Court to its gradual extinction under the Commonwealth and Restoration.

- Vol. XIII., for 1899. SELECT PLEAS OF THE FORESTS. Edited from the Forest Eyre Rolls and other MSS. in the Public Record Office and British Museum, by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The Forest Plea Rolls are very interesting and little known. They begin as early as the reign of King John, and consist of perambulations, claims, presentments and other proceedings (such as trials for poaching and trespass in the Forests) before the Justices in Eyre of the Forests. The present volume deals with the administration of the Forests in the 13th century, their judges, officers, courts, procedure, &c. ; the beasts of the forest, chase, and warren ; the hounds and instruments of hunting ; the grievances of the inhabitants, benefit of clergy, and other important matters.

- Vol. XIV., for 1900. BEVERLEY TOWN DOCUMENTS. Edited by ARTHUR F. LEACH, Barrister-at-Law, Assistant Charity Commissioner. Crown 4to. Price to non-members, 28s.

These records illustrate the development of Municipal Government in the 14th and 15th centuries ; the communal ownership of land ; the relations between the town and the trade guilds ; and other interesting matters.

- Vol. XV., for 1901. SELECT PLEAS, STARRS, &c., OF THE JEWISH EXCHEQUER, A.D. 1218-1286. Edited, from the Rolls in the Public Record Office, by J. M. RIGG, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The Justiciarii Judæorum, who had the status of Barons of the Exchequer, exercised jurisdiction in all affairs between Jews or the Jewish community on the one hand and the Crown or Christians on the other; namely, in accounts of the revenue, in some criminal matters, in pleas upon contracts and torts between Jews and Christians, and in causes or questions touching their land or goods, or their tallages, fines, and forfeitures. This involved a complete registry of deeds or 'starrs.' The Rolls constitute a striking history of the English Jewry for 70 years before their expulsion under Edward I.

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This volume contains a selection from the earliest records of the famous Star Chamber. The hitherto debated origin of that tribunal and its relation to the King's Council are fully discussed in the Introduction. In addition to matters of great importance to students of constitutional history, there is also a large mass of materials illustrative of the social and economic condition of England during the reign of Henry VII., the prevalent turbulence, the state of the towns and of the monasteries, and the like.

- Vol. XVII., for 1903. YEAR BOOKS SERIES. Vol. I. YEAR BOOKS OF 1 AND 2 EDWARD II. (A.D. 1307-8 and 1308-9). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

An attempt is made to establish by the help of nine manuscripts an intelligible text of these very early law reports, hitherto known only from a very faulty copy of one faulty manuscript. The text is accompanied by a translation and head-notes. Whenever possible, the report of a case has been compared with the corresponding record on the Rolls of the Court of Common Pleas. This volume contains a considerable number of reports never yet published. In the Introduction the Editor discusses the origin of law reports, and supplies an analysis of the Anglo-French language in which the earliest reports were written. This volume is the first of a Year Books Series which the Society hopes to continue in alternate years.

- Vol. XVIII., for 1904. BOROUGH CUSTOMS. Vol. I. Edited, from sundry MSS., by Miss MARY BATESON, Fellow of Newnham College, Cambridge. Crown 4to. Price to non-members, 28s.

This work takes the form of a Digest, arranged according to subject-matter, of materials collected from a large number of Boroughs in England, Ireland, and Scotland. It provides an inductive and comparative analysis of the local customary law of the boroughs and ports of Great Britain and Ireland, extending over the whole of the Middle Ages. No systematic attempt of this sort has previously been made in England. A large part of the work is derived from hitherto unpublished sources, and of the residue a great deal has been obtained from books that are not generally accessible or treat only of the affairs of some one town. The first volume deals exhaustively with crime, tort, and procedure. The Introduction discusses

the growth of customary law in the boroughs, and contains a bibliography of customals already published.

- Vol. XIX., for 1904. YEAR BOOKS SERIES. Vol. II. YEAR BOOKS of 2 and 3 EDWARD II. (A.D. 1308-9 and 1309-10). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This continues the work of Vol. I. The mass of unpublished material discovered continues to increase, and gives to these volumes an interest even beyond what was contemplated at their first inception. In many instances the publication of two or even three reports of the same case, together with a full note of the pleadings recorded on the roll of the Court, will enable the reader to comprehend in a manner that has hitherto been impossible the exact nature of the points of law discussed and decided.

- Vol. XX., for 1905. YEAR BOOKS SERIES. Vol. III. YEAR BOOKS of EDWARD II. (A.D. 1309-10). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This is a continuation of Vols. I. and II. of this Series. It contains an interesting dissertation on the existing manuscripts of these Year Books : a comparison of the reports of the same cases in different manuscripts, and a discussion of their history, paternity, and reliability, with other interesting matters relating to the Year Books and the reported cases.

- Vol. XXI., for 1906. BOROUGH CUSTOMS. Vol. II. Edited, from sundry MSS., by Miss MARY BATESON, Fellow of Newnham College, Cambridge. Crown 4to. Price to non-members, 28s.

This volume completes the masterly digest of the Borough Customs begun in Vol. XVIII. by the same Editor. The Introduction contains an analysis of the primitive laws embodied in the Local Customals, traces their sources both in procedure and substantive law, and compares them with the development of the Common Law. The second volume deals with contract, succession, land, alienation and devise of land, husband and wife, infants, dower, the Borough Courts and their officers, process and execution, and many other subjects.

- Vol. XXII., for 1907. YEAR BOOKS SERIES. Vol. IV. YEAR BOOKS of EDWARD II. (A.D. 1310). Edited, from sundry MSS., by the late Professor F. W. MAITLAND and G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. III., and concludes the reports for the year 1310. The text and translation were left nearly complete and once revised by Professor Maitland at his death. Mr. Turner has added a considerable number of additional notes from the records, most of which are collected in an Appendix, while some are embodied in the later portions of the text. He has also written an Introduction on the Courts and Judges of the period, with comments on some of the important cases reported in the volume.

- Vol. XXIII., for 1908: SELECT CASES CONCERNING THE LAW MERCHANT. Vol. I. LOCAL COURTS. Edited, from sundry MSS. by Professor CHARLES GROSS, Ph.D., Professor of History, Harvard University. Crown 4to. Price to non-members, 28s.

This volume illustrates the administration of the Law Merchant from the 13th century onwards in the Local Courts established for the execution of speedy justice between merchants, such as Fair Courts, Borough Courts, Staple Courts. The records of these Courts have proved to be very

plentiful and enlightening. As no such mediæval records are known to exist on the Continent, the English documents are very important, and no attempt has hitherto been made to digest and compare them. The Fair Court of St. Ives has been chosen as the principal type; but the records of other Courts at Carnarvon, Bristol, Leicester, Norwich, Exeter, the Cinque Ports and elsewhere have also been utilised. The Introduction deals with the history of all such Courts and of their records, and contains interesting appendices. Another volume will deal with the Law Merchant in the King's Courts at Westminster, and with the history of the subject generally.

Vol. XXIV., for 1909. YEAR BOOKS SERIES. Vol. V. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-4), Vol. I. Edited, from sundry MSS., by the late Professor MAITLAND, the late L. W. VERNON HARCOURT, of Gray's Inn, Barrister-at-Law, and W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is the first complete report in detail of the work of the Itinerant Justices commissioned to 'hold all pleas' touching the county visited on the Eyre. The text has been laboriously compiled from the collation of 18 MSS., mostly independent and all more or less corrupt. The present volume contains an account of the Commissions, the Articles of the Eyre, the preliminary proceedings, the Pleas of the Crown, and some actions of attainder and trespass. It throws new light on the whole procedure, and in particular on the financial purposes of the Eyre and the growth of the Jury System. The Introduction treats of all these matters and also incidentally of other interesting subjects, such as the history of coroners, abjuration of the realm, privilege of clergy, deodands, a subsidiary Eyre for the liberty of Wye, the trades and callings exercised at the period, the topography of Canterbury, and an interesting philological note on the obscure term 'busones,' &c. An appendix contains the names of all the bailiffs and jurors attending the Eyre.

Vol. XXV., for 1910. SELECT PLEAS OF THE COURT OF STAR CHAMBER. Vol. II. Edited, from the Records in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XVI., and contains a selection of interesting records during the reign of Henry VIII. These are largely concerned with matters of great historical and economical importance—*e.g.* the State policy of the period in fixing prices for commodities and in controlling or forbidding exports; the relations between the monastic houses and their agricultural tenants or commercial communities; rights of pasture and enclosure of common lands; the conflicting interests of the artisan and trading classes; the organisation of municipalities, and in particular Newcastle and Bristol; manorial tenures and the position of villeins. All of these matters are further illustrated in a full Introduction, which also deals with the development of (1) the constitution, and (2) the process of the Court of Star Chamber.

Vol. XXVI., for 1911. YEAR BOOKS SERIES. Vol. VI. YEAR BOOKS of 4 EDWARD II. (A.D. 1310-11). Edited, from sundry MSS., by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. IV. of this series, and contains the

reports for Michaelmas, Hilary, and Easter terms of 4 Edward II. Two new and valuable manuscripts have come to light since the publication of Vol. IV. of this series, and have been used in editing this volume. The introduction contains a dissertation on the origin of the Year Books; a brief history of the manuscripts and detailed particulars of a portion of their contents which are intended to enable the reader to see how they are related to one another. It also contains the hitherto unnoticed letters patent by which James I. appointed official law reporters and the entries on the Issue Rolls of the payments made to them.

Vol. XXVII., for 1912. YEAR BOOKS SERIES. Vol. VII. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-4), Vol. II. Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-law, the late F. W. MAITLAND, and the late L. W. VERNON HARCOURT. With facsimile of a specimen of MS. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XXIV., comprising the civil pleas arranged in alphabetical order from Account to Mesne. The Introduction discusses many of these cases. It also treats of a remarkable procedure by Bills in Eyre, not hitherto observed, adapted to the prompt disposal of the suits of poor persons; makes a further contribution to the vexed question of the authorship of the Year Books, criticising Mr. Pike's theory; and concludes with a reprint, translation, and criticism of a 13th-century treatise on Mediæval French orthography found in Lincoln's Inn Library. A frontispiece reproduces in collotype a facsimile of a portion of one MS. of this Year Book, containing a specially obscure passage, by way of illustration of the materials used.

Vol. XXVIII., for 1913. SELECT CHARTERS OF TRADING COMPANIES. Edited, from the Patent Rolls in the Public Record Office, by CECIL T. CARR, of the Inner Temple and Western Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains forty-one grants to companies, ranging in date from 1530 to 1707. They include incorporations of merchants trading abroad, of companies for plantation, mining, fishing, insurance, and water supply, and for the manufacture of starch, soap, salt, saltpetre, paper, linen, tapestry, and silk. The Introduction treats of the career of these companies, and incidentally of other historically interesting companies formed during this period, and discusses the general development of trading companies, as joint-stock undertakings, from the guilds and merchant venturers of earlier times.

Vol. XXIX., for 1913. YEAR BOOKS SERIES. Vol. VIII. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-14), Vol. III. Edited from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XXVII., comprising the remainder of the civil pleas in alphabetical order, and a collection of notes dealing with miscellaneous matters. The Introduction discusses many of the reported cases, and gives some account of the mediæval procedure under writs of *quo warranto*. It also treats of the long-forgotten assize of Fresh Force, of the salaries of the Justices and the fees of their Clerks, and of several minor matters of legal, historical, philological and social interest.

Vol. XXX., for 1914. SELECT BILLS IN EYRE, A.D. 1292-1333. Edited from the Records in the Public Record Office by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains 157 bills presented in the Eyres of Lincolnshire (14 Edward I.), Shropshire (20 Edward I.), Staffordshire (21 Edward I.), and Derbyshire (4 Edward III.), and also 18 other bills of similar form presented to two Special Commissions sitting respectively in the Channel Islands in 2 Edward II. to deal with various complaints of oppression and other wrongs made by the Islanders to the King, and in Berwick-upon-Tweed in 7 Edward III. to determine the right to lands which had been seized by Robert Bruce and granted by him to his supporters, and of which the King of England had taken possession after the battle of Halidon Hill. The endorsements on the bills and the existing subsidiary documents connected with them, as well as the relevant records in the Eyre and other rolls, are also given in full. These bills contain many interesting details of provincial life and manners in the thirteenth and fourteenth centuries. From one of them we learn that a branch of the Chancery, whence writs were obtainable, was temporarily established in a county wherein an Eyre was sitting or was about to sit. Another one seems to reveal the existence of an organised law school in London, with the power of calling to the bar, of a much earlier date than any of which we have previously had knowledge. The Introduction deals with the presentation, language, and contents of the bills, and with the meaning of the endorsements, some of which present points of much difficulty, and discusses the authority and jurisdiction of the Eyre and the various legal, historical, social, philological and critical questions which arise out of a consideration of the bills contained in the volume.

Vol. XXXI., for 1915. YEAR BOOKS SERIES. Vol. XI. YEAR BOOKS OF 5 EDWARD II. (A.D. 1311-1312). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume includes reports of cases heard in the Hilary and Easter terms of 5 Edward II. The Introduction discusses some of the more important points raised in the course of the arguments. Of these the most important, as well as the most interesting, is the effect of the Statute *de donis*. This statute, according to Bereford, C.J., restrained alienation until the third in descent from the original feoffee had acquired seisin—that is to say, up to the fourth degree; while it was argued by some of the Serjeants that the original feoffee alone was restrained. It does not appear to have been even suggested that the statute was in permanent restraint of alienation, as has now for some centuries been generally held and taught. The Introduction discusses also the variances between the Roll of the Court and the reports, and even amongst the reports themselves, as to the terms in which individual cases were heard; as well as some other matters, including various legal, historical, and philological questions arising out of the reports.

Vol. XXXII., for 1915. PUBLIC WORKS IN MEDIÆVAL LAW. Vol. I. Edited, from the Records in the Public Record Office, by C. T. FLOWER, of the Public Record Office and the Inner Temple, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume consists of cases taken from Ancient Indictments and the Coram Rege Rolls, relating to the maintenance of roads, bridges, sewers, and other public local works during the reigns of Edward III. and Richard II. The cases contain much matter of a legal and local interest, and are arranged under their counties, which are in alphabetical order. This volume concludes with those for Lincolnshire, and the cases for remaining counties will be provided in another volume.

Vol. XXXIII., for 1916. YEAR BOOKS SERIES. Vol. XII. YEAR BOOKS OF 5 EDWARD II. (A.D. 1312). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-law. Crown 4to. Price to non-members, 28s.

This volume includes reports of cases heard in the Easter and Trinity terms of 5 Edward II. The Introduction deals at some length with the preservation of the Plea Rolls, and explains the system under which the records were available for the use of the courts and litigants. The 'Rex' Rolls also are described and discussed, and an attempt is made to discover their purpose. Other subjects specially treated of are Case Law in the time of Edward II. and the pleas of general and special bastardy. There are also notes and comments on the more interesting of the reports and on some pertinent historical and philological matters.

Vol. XXXIV., for 1917. YEAR BOOKS SERIES. Vol. XIII. YEAR BOOKS OF 6 EDWARD II. (A.D. 1312-1313). Edited, from sundry MSS., by Sir PAUL VINOGRADOFF, F.B.A., and LUDWIK EHRLICH, B.Litt., of Exeter College, Oxon., Dr. Jur. Lwów, Lecturer in Political Science in the University of California. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases in the Michaelmas term of Edward II. The Introduction deals exhaustively with the relations between the different manuscripts of the reports, and discusses several of the reported cases.

Vol. XXXV., for 1919. SELECT CASES BEFORE THE KING'S COUNCIL. Edited from the Records in the Public Record Office, by the late I. S. LEADAM and Professor J. F. BALDWIN. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases heard before the King and Council between 1243 and 1482. Hitherto there has not been published any comprehensive collection of cases before this tribunal which was the ancestor of the Court of Star Chamber. Professor Baldwin in the introduction deals with the power of the Council as a Court, its relation to other Courts of Law, its jurisdiction and procedure, and discusses the more important cases and their subsequent history and effect.

Vol. XXXVI., for 1918. YEAR BOOKS SERIES. Vol. XV. YEAR BOOKS OF 6 AND 7 EDWARD II. (A.D. 1313). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases heard in the Hilary term of 6 Edward II. and in Michaelmas term of the following regnal year. The Introduction investigates the origin and history of appearance by attorney and incidentally discusses appearance by bailiff and by essoin; traces the gradual extension of the provisions of the Statute of

Gloucester to warrant writs other than those named in it ; calls attention to and explains some apparent infractions of the provisions of the Great Charter that Common Pleas shall not follow the King's Court, but shall be held in some certain place ; discusses some phrases and words of doubtful meaning found in the text ; and concludes with notes on the more interesting reports included in the volume.

Vol. XXXVII., for 1920. YEAR BOOKS SERIES. Vol. XVIII. YEAR BOOKS OF 8 EDWARD II. (A.D. 1314). Edited from sundry MSS. By W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members £2 12s. 6d.

This volume contains the reports of the Michaelmas Term of the eighth year. The Introduction deals at some length with the practical side of Jury service *temp.* Edward II., and makes an attempt to show what is entailed upon those who had to serve. It contains with some comment an interesting and hitherto unknown speech of Scrope, C. J., touching the enormous fine inflicted on Hengham, C. J. by Edward I. ; and includes notes in elucidation of the more important and difficult cases reported in the volume.

Vol. XXXVIII., for 1921. YEAR BOOKS SERIES. Vol. XIV. Part I. YEAR BOOKS OF 6 EDWARD II. (A.D. 1312-1313). Edited, from sundry MSS., by Sir PAUL VINOGRADOFF, F.B.A., and LUDWIK EHRLICH, B.Litt., Dr Jur., Lecturer of the University of Lwów. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the remainder of the cases of Michaelmas Term, 6 Edward II., which could not be included in YEAR BOOKS SERIES, Vol. VIII. The Introduction treats of the relations between Reporters and Clerks in the Courts of Edward II., and includes notes in elucidation of the cases reported:

The Volumes in course of preparation are:

Vols. . YEAR BOOKS SERIES. Vols. IX., X. YEAR BOOKS OF EDWARD II. By G. J. TURNER and Professor GELDART.

Vol. . YEAR BOOKS SERIES. Vol. XVII. By W. C. BOLLAND.

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R U L E S

1. The Society shall be called the Selden Society.
2. The object of the Society shall be to encourage the study and advance the knowledge of the history of English Law, especially by the publication of original documents and the reprinting or editing of works of sufficient rarity or importance.
3. Membership of the Society shall be constituted by payment of the annual subscription, or, in the case of life members, of the composition. Form of application is given at the foot of page 180.
4. The annual subscription shall be £2. 2s., payable in advance on or before the 1st of January in every year. A composition of £42 shall constitute life membership from the date of the composition, and, in the case of Libraries, Societies, and corporate bodies, membership for 30 years.
5. The management of the affairs and funds of the Society shall be vested in a President, two Vice-Presidents, and a Council consisting of fifteen members, in addition to the *ex-officio* members and members nominated by the Council. The President, the two Vice-Presidents, the Literary Director or Directors, the Secretary, and the Treasurer shall be *ex-officio* members. Three shall form a quorum.
6. The President, Vice-Presidents, and Members of the Council shall be elected for three years. At every Annual General Meeting such one of the President and Vice-Presidents as has, and such five members of the Council as have, served longest without re-election, shall retire.
7. The five vacancies in the Council shall be filled up at the Annual General Meeting in the following manner: (a) Any two Members of the Society may nominate for election any other member by a writing signed by them and the nominated member, and sent to the Secretary on or before the 14th of February. (b) Not less than fourteen days before the Annual General Meeting the Council shall nominate for election five members of the Society. (c) No person shall be eligible for election on the Council unless nominated under this Rule. (d) Any candidate may withdraw. (e) The names of the persons nominated shall be printed in the notice convening the Annual General Meeting. (f) If the persons nominated, and whose nomination shall not have been withdrawn, are not more than five, they shall at the Annual General Meeting be declared to have been elected. (g) If the persons nominated, and whose nomination shall not have been withdrawn, shall be more than five, an election shall take place by ballot as follows: every member of the Society present at the Meeting shall be entitled to vote by writing the names of not more than five of the candidates on a piece of paper and delivering it to the

Secretary or his Deputy, at such meeting, and the five candidates who shall have a majority of votes shall be declared elected. In case of equality the Chairman of the Meeting shall have a second or casting vote. The vacancy in the office of President or Vice-President shall be filled in the same manner (*mutatis mutandis*).

8. The Council may fill casual vacancies in the Council or in the offices of President and Vice-President. Persons so appointed shall hold office so long as those in whose place they shall be appointed would have held office. The Council may nominate to serve for three years on the Council a representative from each of the Inns of Court and the Law Society, and five persons not domiciled in the United Kingdom. The Council shall also have power to appoint Honorary Members of the Society.

9. The Council shall meet at least twice a year, and not less than seven days' notice of any meeting shall be sent by post to every member of the Council.

10. The Council may appoint a Literary Director or Directors, a Secretary, a Treasurer, and such other officers as they shall from time to time think fit, to hold office during the pleasure of the Council; and may from time to time prescribe their respective duties; and may make any arrangements for the remuneration of any officer which they may from time to time think reasonable.

11. It shall be the duty of the Literary Director or Directors (but always subject to the control of the Council) to supervise the editing of the publications of the Society, to suggest suitable editors, and generally to advise the Council with respect to carrying the objects of the Society into effect.

12. Each member shall be entitled to one copy of every work published by the Society as for any year of his membership. No person other than an Honorary Member shall receive any such work until his subscription for the year as for which the same shall be published shall have been paid. Provided that any member may be supplied with any publications on such terms as the Council may from time to time determine.

13. The funds of the Society, including the vouchers or securities for any investments, shall be kept at a Bank, to be selected by the Council, in the name of the Society. Such funds or investments shall only be dealt with by a cheque or other authority signed by the Treasurer, and countersigned by one of the Vice-Presidents or such other person as the Council may from time to time appoint.

14. The accounts of the receipts and expenditure of the Society up to the 31st of December in each year shall be audited once a year by two Auditors, to be appointed by the Society, and the report of the Auditors, with an abstract of the accounts, shall be circulated together with the notice convening the Annual Meeting.

15. An Annual General Meeting of the Society shall be held in March 1896, and thereafter in the month of March in each year. The Council may

upon their own resolution, and shall on the request in writing of not less than ten members, call a Special General Meeting. Seven days' notice at least, specifying the object of the meeting and the time and place at which it is to be held, shall be posted to every member resident in the United Kingdom at his last known address. No member shall vote at any General Meeting whose subscription is in arrear.

16. The Secretary shall keep a Minute Book wherein shall be entered a record of the transactions, as well at Meetings of the Council as at General Meetings of the Society.

17. These rules may upon proper notice be repealed, added to, or modified from time to time at any meeting of the Society. But such repeal, addition, or modification, if not unanimously agreed to, shall require the vote of not less than two-thirds of the members present and voting at such meeting.

March 1909.

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To the Secretary of the Selden Society.

I desire to become a member of the Society, and herewith send my cheque for Two Guineas, the annual subscription [*or* £42 the life contribution] dating from the commencement of the present year. [I also desire to subscribe for the past publications (vols.), and I add £ to my cheque.]

Name.....

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